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**Finance Committee Minutes
February 13, 2007
Selectmen's Conference Room**

Call To Order

The Meeting was called to Order at 7:30 p.m.

Present: Messrs. Paul Helmreich, Chair; Lee Tarantino, Vice-Chair; Tom DeLuca, Jackie Desrochers, Mike Fiore, Wayne Graf, and Mike Thomas. Mr. Philip Zawasky was absent. Town Manager, Jim Purcell, was not present.

1. Approval of Minutes

Minutes to be reviewed/approved at end of meeting.

2. New Business

Repairs to Middle School Roof:

Dr. Ansay stated some occurrences happened as of last week and not favorable from viewpoint of either Board. Not intention of wrongdoing last week (dollar amount indicated late) and will go through a timeline.

Dr. Ansay said she wanted to continue a good relationship with Finance Committee. She said having an RFP out to FinCom is not usual from her experience. She said procurement process was followed and was not expecting FinCom's involvement in RFP proposals. She said State procurement law was followed exactly. She explained RFP and FinCom had a copy for reference. She also referenced matrix she distributed to them to rank various vendors.

Mr. Helmreich said this particular RFP was different as it was correcting some mistakes done in past. FinCom looks at all articles; even non-financial articles, and makes recommendation to Town Meeting. He said School Committee members know this and FinCom needs this info prior to Town Meeting from School Committee. He said committees and other people should have planned into this and given FinCom enough info in time for FinCom to review. He said there are no villains here. He said tonight is not to rehash it, but look at sum; what this means and what ramifications are.

Mr. Helmreich said person doing design work and carrying through to end is desired by FinCom and wanted to ensure this.

Dr. Ansay said, yes, this is in proposal. Discussion ensued

Mr. Helmreich referenced "additional services" clause and its meaning.

Mr. Helmreich clarified that there is \$45,000 built in.

Dr. Ansay said \$40,000 designer cost and \$10,000 for additional monitoring/construction costs = \$50,000; however they thought \$5,000 would be enough vs. \$10,000.

Dr. Ansay said invitation for bids will come in by Town Meeting date. Discussion followed.

Mr. Helmreich clarified \$40,000 plus supervision on top of it is his understanding of this.

Dr. Ansay stated if repair is at \$200,000 then \$20,000 needed; if repair is at \$400,000 then \$40,000 needed.

Mr. DeLuca asked about on-site inspections? Dr. Ansay responded it does call for monitoring of project.

Mr. DeLuca referenced section regarding "as an additional service" and spoke of checks of quality and quantity reviews, which basically says sample inspection. He noted certifying payment even without making extensive checks (page 13 "E" was referenced).

Mr. Helmreich said in RFP it would be beneficial to be very clear of designer/architect to follow all way through so there is not this problem as before with design and it was not followed through. He said he wanted to see it covered all the way through and what it may cost and inside and outside fee.

Mr. Paul Doherty, resident and assisting Dr. Ansay with some of the proposed project, said design service is for \$10,000 for reimbursable outside their scope of work. He said Norton recommends \$5,000 to be enough. Ambiguity in Item E needs to be cleared up right away.

Mr. Helmreich said he agreed it was not clear in contract regarding Item E.

Mr. Fiore said it was not clear regarding "supervision" and "who is ultimately responsible".

Mr. Paul Doherty responded, yes, contractor is responsible. He said \$45,000 has no contingency and it needs to be a little tighter (there is wiggle room).

Dr. Ansay said they will receive weekly reports on this project (usually via a field report). She said they can have form customized. She said specificity in contract needed and weekly meetings, etc.

Mr. Tarantino referenced RFP/application and Town's part of contract. Unless contract is clear the tightest party will rule:

- 1) RFP will rule because it is part of contract;
- 2) If it comes in at \$400,000 and amount is on page 11 (\$40,000 or \$45,000)-what will be put in?

Dr. Ansay responded \$45,000 will be put there.

Mr. Tarantino said then there will be no wiggle room; it should be \$40,000 indicated there and \$45,000 to be approved.

- 3) Paragraph E on page 13: if engineer/architect is not responsible for checking who will check? Someone that knows what they are looking at (more money to engineer/architects to do). Who will perform section "E" he would like to know?

Mrs. Donna Gradie responded a state inspector and thought at a prior meeting it was discussed.

Mr. Helmreich referenced page 7, in conflict. Subcontractors were not supervised in last scenario in 1999. How can it be ensured what is done by contractor/what Town wants is done (item #6)? Needs to be more clear as Town goes forward with this.

Dr. Ansay said designer does provide a project manager to review work.

Mr. Helmreich asked who will be in charge and must be carried all way through and not so much wiggle room as this was not done in past. A designer/architect to follow through, etc. and sign-off person. He wanted to ensure this is happening and an appropriate dollar figure arrived at with some contingency figures.

Mr. DeLuca asked if architect selects contractor?

Dr. Ansay responded "no".

Dr. Ansay said designer helps take invitation for bids/references. Designer can provide info to Town and past history and then go to next lower bidder and help inform Town with process and to be done according to state law.

Mr. Bill Gouveia, a Maple Street resident, asked 1) what will it do and 2) what will it cost. He said it does not purport to do what it is supposed to do: 1) he thought what is wrong with building to be answered; and 2) then oversee doing it.

Mr. Gouveia asked why a firm cannot be hired to do the design portion and then why can't Town pay for design at \$20,000/\$25,000 then pay fee to them to oversee it. He said he thought and other citizens thought \$45,000 was to buy design and oversight?

Mr. Gouveia said it should be kept in contract for now; have contract go through and oversight portion when you go out to bid. No basis to the figure of \$45,000.

Mr. Paul Doherty said that approach has a lot of merit. RFP asks for supervision but cannot take out. Discussion on not committing full \$45,000 at that time.

Dr. Ansay said in cost proposal they breakdown cost of services: \$18,000 for design and investigation; contract administrator is \$6,000 = \$24,000 for a \$200,000 project so not committed to \$40,000 or \$45,000.

Dr. Ansay said she wrote contract using a sample contract. If other party does not like it they will not sign it. If FinCom wants to send a rep when they negotiate, that is fine.

Mr. Helmreich said it should be made very clear on Town Meeting floor that is what Town is paying for. Vote should be on what is needed (investigation or design work). It would simplify matters a lot rather than try to build it in now assuming Town Meeting votes for the funding/money.

Mr. Tarantino said Town Meeting voting or not voting for the money can be written in contract. Investigation and design first; and then follow-through.

Mr. DeLuca stated he disagreed; \$24,000 gives beginning of investigation. \$45,000 might give it or not. He agreed with \$24,000 not \$45,000.

Dr. Ansay said \$24,000 provides more than design and investigation. She said they are not approving to pay \$45,000; paying "up to" \$45,000. The remainder would go back to Town. She said they can put contract oversight into contract as a schedule.

Dr. Ansay said they can wait until May Town Meeting if there is need of additional money. She asked FinCom to keep in mind the firm they had: on Jan. 29, 2007 they had a figure of \$176,000 estimate and School Dept. went back to them and then came back in at \$172,000. She went to second ranking company and it took them several days to get contract proposal.

Dr. Ansay said it is part of the scope of services that they will help write specs and also to pursue MSBA reimbursement if applicable but may not be.

Mr. Helmreich said request of School Committee is sum of \$45,000 to hire designer architect for investigative/scope of problem and supervision to end. \$45,000 cost up to level of \$400,000 and \$5,000 included for additional so some contingencies built in.

Mr. Helmreich said question is to approve a figure to allow Town to include designer/architect all way through to end or only if bids come in at \$200,000? Discussion.

Mr. DeLuca said Town may not need \$45,000 and can add to it at May Town Meeting. \$24,000 gets you to bid process. Need more money to fix it anyway.

Mr. Fiore said he supported Mr. DeLuca's viewpoint.

Dr. Ansay said she thought this option that Mr. DeLuca spoke of would work.

Mr. Gouveia said if you tell them there is \$400,000 there, they will spend \$400,000; beneficial to go on the lower side.

Mr. Helmreich said it should be made clear if over \$200,000 cost, additional money could be added in contract at May Town Meeting.

Design services and supervising = \$24,000.

Mr. Doherty said their contract has to indicate the responsibility for contract administration (guarantee they have to see it all way through).

Mr. Helmreich said request is for \$45,000.

MOTION was made by Mr. DeLuca to recommend \$45,000 for original request of Article. Second by Mr. Fiore.

Discussion ensued on amount, etc.

MOTION was made by Mr. Fiore to Amend Motion to the amount of \$24,000. Second by Mr. DeLuca. Vote: Unanimous. MOTION CARRIES.

MOTION was made by Mr. Fiore to recommend \$24,000 as main Motion and FinCom to provide explanation. Vote: Unanimous. MOTION CARRIES.

Mr. Helmreich said School Committee does not need to meet with FinCom prior to Town Meeting per Mrs. Gradie's question.

Mr. Helmreich said he thought there was no need for pre-meeting before Town Meeting but still to post agenda at Middle School at 6:15 p.m.

Mr. Helmreich said there will be other articles to establish an early childhood program and article that will have incorporated in it the sum that was discussed this evening.

Dr. Ansay spoke of roof and flashing article. She said the early childhood program is annually approved (revolving fund already done).

Mr. Helmreich spoke of Southeastern Regional Technical School reduced payment to \$682,000 which is about \$18,000 for Norton.

Mr. Helmreich said Town Meeting is schedule for May 14.

Approval of Minutes:

December 11, 2006:

MOTION was made by Mr. Fiore to approve the Finance Committee December 11, 2006 Minutes of Meeting as amended. Vote: Unanimous. MOTION CARRIES.

January 22, 2007:

MOTION was made by Mr. Fiore to approve the January 22, 2007 Finance Committee Minutes of Meeting as written. Second by Mr. DeLuca. Vote: All In Favor, except for Mr. Helmreich and Mr. Tarantino who abstained. MOTION CARRIES.

Mr. Helmreich said FinCom would not meet until last week in February or beginning of March and may meet on some Saturdays if needed depending on schedule.

Adjournment

MOTION was made by Mr. Fiore to Adjourn at 9:06 p.m. Second by Mr. DeLuca. Vote: Unanimous. MOTION CARRIES.