

# Meeting Summary for Town Council Zoom Meeting

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## Quick recap

The team discussed a proposed contract for stormwater management projects, focusing on the budget, key terms, and the need for legal review. They also discussed the nature of the contract, the commitment of funds, and the process for submitting invoices for work done. The conversation ended with a plan to move forward with the contract, with a tentative date set for the final review and approval.

## Next steps

1. John to finalize the contract details with SMI Environmental based on the discussed terms and schedule of values.
2. John to have Jason review the finalized contract for any issues.
3. John to have Sue Ellen or another qualified person review the contract to ensure town boilerplate language is included.
4. Town Council to schedule a meeting in mid-December to review and potentially approve the final contract.
5. John to incorporate relevant comments from Kriss into the final contract draft.
6. John to aim to have the finalized contract ready for the December 9th Town Council meeting.
7. Bob to be prepared to present and discuss the contract at the December 9th meeting in John's absence.

## Summary

John led a meeting with Barbara, Rob, Ava, Chris, and Peter, where they discussed the proposed contract. The main points of discussion included the budget for stormwater management, the resolution of key terms, and the need for legal review. John also mentioned that they had a meeting with SMI earlier in the day to resolve the main terms. The goal of the meeting was to explain the proposed contract, respond to questions, and potentially authorize the mayor to sign the contract after certain conditions are met. John also mentioned that he had sent a draft of the contract to Andre and that he would share a document with the team. The conversation ended with John promising to share a document and to address any further questions or comments at the end of the meeting.

## **Stormwater Management Budget and Contracts**

John discussed the budget for stormwater management projects, which includes \$720,000 in available funds. He proposed a \$25,000 reserve for unforeseen expenses and \$25,000 for contract oversight. He also suggested engaging Steve Works as a site logistics person and Soltez for engineering oversight. The contract sum for design is not accurate anymore, but it should not exceed the available funds. John also discussed the nature of the

contract, which is an exhibit to a standard AIA contract. He proposed a strategy to sign a main contract as soon as possible and amend it as needed to accommodate design options. The key terms of the contract include the contract sum, term, deliverables, guaranteed maximum price, payment procedure, and schedule of values. John proposed a contract period of 9 months, with 3 months for complete design and 6 months for construction. He also mentioned a provision for seasonal issues.

### ***Proof of Funds Commitment Discussion***

Peter raised a question about the commitment of funds for the \$750,000 contract, specifically whether they needed to show proof of contracts for the grantees or just evidence of beginning the project. John clarified that they needed to show proof of commitment to spend the funds before the end of the year, which would be reported in their annual report due in April. He also mentioned that for the State funds, they would be reimbursed for expenditures after submitting evidence of spending. Jean confirmed that they would need invoices as proof of reimbursement requests. Robert added that the contract process involves submitting invoices on a monthly basis for the work done, and John mentioned that the contract could include provisions for auditing the funds spent.

### ***Project Contract and Cost Structure***

John discussed the contract for a project, which includes a short description of the project, a term of 9 months, and deliverables. He mentioned that the Request for Proposal (RFP) was incorporated into the contract, but some minor tweaks were needed to address concerns from SMI. The contract includes a schedule of values, which allocates funds and is used as the basis for adjusting the guaranteed maximum price based on design changes. John also explained the cost structure, which includes a design fee and a guaranteed maximum price for the construction work. He emphasized that the contract allows for adjustments based on design changes, with a contingency fund to cover any additional costs.

### ***Contract Discussion and Progress Payments***

John discussed the proposed contract for a project, which includes a maximum spend of \$570,000, with \$527,000 allocated for identified work and \$45,000 as contingency. The contract also includes provisions for permits, which will be paid separately. John explained that the contract allows for additional work, such as bioswales, if the ground conditions permit, but any costs exceeding the contract sum would require an amendment. The contract also includes provisions for progress payments, with the contractor submitting invoices for payment. Jean asked if Jason would review these payments, to which John confirmed. The conversation ended with John stating that the contract is now clear and the final wording can be worked out if the Council agrees to the proposed spend.

### ***Contract Approval and Future Meeting***

John proposed a plan to move forward with the contract in substantially the same form as presented, with the understanding that any significant changes would need to be reviewed and approved by the Council. Peter suggested a motion to approve the contract, which

was seconded by Eva. Robert expressed concerns about committing to a contract without a more complete version, but agreed to review it. The team decided to schedule another meeting after John's return from his trip, likely in mid-December.

### ***Motion and Contract Development Discussion***

The meeting involved discussions about a motion and its amendments. The original motion was about authorizing the town to proceed towards developing a final contract consistent with the terms presented by John. However, an amendment was proposed by Robert, which suggested authorizing the town to proceed towards developing a final contract and then having a meeting between John's return and the end of the year to vote to authorize the final contract. The amendment also suggested that the contract should be brought back to the Town Council for final review prior to signing. The conversation ended with a consensus that the contract should be in virtually final shape before it is approved, and a tentative date of Monday, the 23rd of December was set for the final review and approval.

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