

These minutes are subject to approval by the Public Building & Site Commission

The Public Building and Site Commission held a regular meeting Tuesday, March 26, 2024. The meeting was held in the Council Chamber of the Newtown Municipal Center, 3 Primrose Street. Chairman Art Norton called the meeting to order 7:00p.m.

**Present:** Art Norton, Allen Adriani, Anthony D'Angelo, Gus Brennan, Gordon Johnson, Sally Feuerberg, Kristian Otten and Patrick McCleary

**Absent:** Tom Catalina

**Also Present:** Mike Dell'Accio of Downes (remote), Purchasing Director Kerri Mubarek, Director of School Facilities John Barlow, Newtown Community Center Director Matt Ariniello, Newtown Community Center Commission Chair Kinga Walsh, C.H. Booth Library Board of Trustee member David Schill and C.H. Booth President Elaine Corbo and one member of the public.

**Public Participation:** none.

**Approval of Minutes:** A. D'Angelo moved to approve the minutes of the February 27, 2024 meeting.  
G. Brennan seconded. All in favor.

**Hawley Elementary School:** CES did a final walk through with John Barlow. There will be one more walk through during in air conditioning season.

A. D'Angelo moved to approve the final payment, #020, to Downes Construction, for the Hawley HVAC project, in the amount of \$88,300.43. P. McCleary seconded. All in favor.

**Close Out:** A. D'Angelo moved to close out the Hawley School HVAC project. A. Adriani seconded. All in favor.

**C.H. Booth Library**

**Project Update:** The sealed bids were due today, packets will be reviewed and an update will be provided after that.

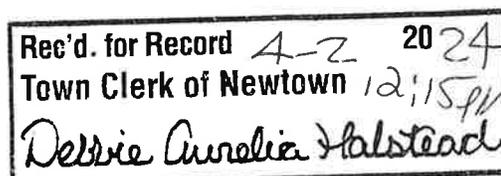
**PCO's:** none.

**Next Steps:** an update will be provided after bid packets are reviewed.

**Schedule:** n/a

**Newtown Community Center Aquatics HVAC:**

**Status Update:** M. Ariniello stated that Marchetti came in with a \$7,000 proposal to do mechanical engineering on the project (att.) Warmer water is used for a therapy pool. A. Norton stated recommendations are needed that would lead to a proper design, which would potentially include a



replacement unit or a second unit. G. Brennan said that determining the specification that would be used for the design was previously discussed. He said there will be three phases: Investigation, design and rebuild. Information from Controlled Air and Marchetti can be given to a designer. Once a contract is signed Mr. Ariniello will be able to provide a timeline. K. Walsh thinks that support and full transparency from the PBSC will go a long way with the public. A. D'Angelo moved that the PBSC support the approach and the proposal as written by Marchetti Consulting to evaluate reviewing the existing size of the pool room dehumidification unit and perform a heating, cooling and ventilation analysis to review the existing unit and possibly recommend a solution that could include, but not limited, to a dehumidification unit or other less costly options to mitigate excess humidity. G. Brennan seconded. A. Adriani abstained. Motion passed.

(Newtown Community Center Pool)

During the work, the pool will be closed; the equipment is small enough there will be no need to go through a wall. Drilling is the best option. Important items to consider are floor protection, clean up and backfilling. G. Johnson asked about the location of holes. Significant soil samples are needed. P. McCleary suggested spending the money on geo testing to fix it. The last boring test were 14-15 feet. They will be doing coring; there will be slugs to be examined. K. Walsh asked if any members of the PBSC will be there when the boring is done; A. D'Angelo volunteered to go. The engineers will provide the boring results. The job will be awarded by the first week of May; the report will be ready for June PBSC meeting. M. Ariniello said the boring should only take one day. The RFQ should go to geotechnical engineers; most are drillers. The Geotechnical Engineer stamps results, not the consultant, for accountability. Mr. Ariniello reported the therapy pool is starting to buckle up. G. Brennan encouraged drilling to full depth to find out what the layers are. K. Walsh noted the gas lines are under the patio.

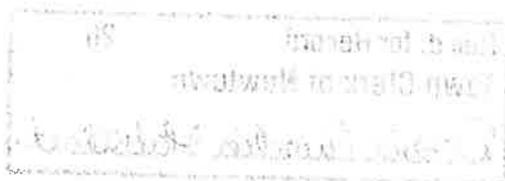
The pool project will be added to the next PBSC agenda. It will be on the Board of Selectmen agenda to refer to PBSC.

The next regular meeting is scheduled for April 23, 2024 at the Newtown Police Department

**Adjournment:** Having no further business the Public Building & Site Commission adjourned the regular meeting at 8:03p.m.

Att.: Marchetti evaluation of current dehumidification demand for pool room, NCC, 3/22/24

Respectfully submitted,  
*Susan Marcinek*



**MARCHETTI CONSULTING ENGINEERS**  
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**Pound Ridge, NY 10576**  
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March 22<sup>nd</sup>, 2024

Newtown Community Center  
8 Simpson St  
Newtown, CT 06470

Attn. Matthew Ariniello

Re: Evaluating current dehumidification demand for Pool Room

Mr. Ariniello,

It is our understanding there is a possible issue with the existing size of the Pool Room Dehumidification Unit and an additional unit or large unit maybe required. Our office is pleased to provide our professional engineering services for your project. Our services can be provided in the following disciplines and in the manner described:

*I. Mechanical Engineering:*

- 1) HVAC System—To properly determine the size of an additional unit and address the concern with humidity, our office will provide a heating and cooling analysis in accordance with ASHRAE Fundamentals and review the amount of required outside air as recommended by ASHRAE Standard 62.1.

For a better understanding of what is involved in the calculation process, a commercial pool room must consider humidity load calculations generated by air, water, and people, which include the following:

- a. We will review the outdoor ventilation air requirements introduced into the space during both summer and winter, as these conditions will contribute to the moisture load of the space depending on the outdoor conditions.
  - b. We will review the evaporation rates for each pool.
  - c. We will review the humidity contribution from the spray features.
  - d. We will review the humidity contribution from occupancy loading.
  - e. In addition to the latent loads mentioned above, a sensible heating and cooling load is needed to ensure that the selected equipment can maintain the space temperature throughout the year.
- 2) Based on the heating, cooling, and ventilation analysis, we will review the existing unit currently serving the pool room and we may recommend the following:
    - a. An additional new dehumidification unit. We will also consider whether a new unit will fit on the existing unit footprint or if a ground unit is required.
    - b. If we find other less costly options to mitigate excess humidity during this investigation, we will also present these options.

3) Based on the results above, if Newtown Community Center wishes to proceed with a new unit; structural analysis will be conducted as per the structural engineering proposal already provided.

*II. Exclusions:*

- Sizing of new unit and ducting for the required dehumidification
- Site Engineering
- Borings, geotechnical engineering
- Preparation of As-Built Drawings
- Cost Estimating or Budgeting
- Contract Administration (Site visits and Meetings)

If there are any services required other than previously stated above we will provide those services on an hourly basis. Please see our rates below:

Principal Engineer @ \$325.00/hr.      Project Manager @ \$190.00/hr.

Design Engineer @ \$175.00/hr.                      Drafting @ \$80.00/hr.

Administration @ \$60.00/hr.

Thank you.

Sincerely,

Zach Marchetti P.E.  
Marchetti Consulting Engineers

Attachment – A “Terms and Conditions” will apply and is part of this proposal. Signature on this proposal will signify acceptance of these “Terms and Conditions”.

The quoted fee, scope of services, terms and conditions are considered valid for a period of 90 days from the date of issuance of this proposal.

**Compensation:**

The compensation below is for the Main House scope of services as listed within this proposal:

MEP Total Fee:	\$7,000.00
Retainer.....	\$3,500.00
Heat Loss Calculations Report and Recommendations.....	\$3,500.00

**Terms For Payment:**

Invoices will be sent on a monthly basis payable within 30 days of receipt. Monthly billing represents an estimated percentage of work completed.

Accepted:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **TERMS AND CONDITIONS - ATTACHMENT-A:**

### **General:**

Marchetti Consulting Engineers, LLC shall perform the services outlined in this agreement and proposals for the stated fee arrangement. These terms and conditions apply to all services performed by Marchetti Consulting Engineers, LLC.

### **Access to Site:**

Unless otherwise stated, the Firm will have, access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

### **Billing/Payments:**

Invoices for Marchetti Consulting Engineers, LLC services shall be submitted, at the Marchetti Consulting Engineers, LLC option, whether upon completion, of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Marchetti Consulting Engineers, LLC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Reimbursable Expenses:** Reimbursable expenses to include all printing costs, travel and specialty equipment rentals, special delivery costs or shipping costs etc. There will be no mark up by Marchetti Consulting Engineers, LLC on any of these costs.

### **Termination of Services:**

This agreement may be terminated by the Client or Marchetti Consulting Engineers, LLC should, the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses.

### **Dispute Resolution:**

Any claim or disputes made during design, construction or post-construction between the Client and Marchetti Consulting Engineers, LLC shall be submitted to non-binding mediation. Client and Marchetti Consulting Engineers, LLC agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, hereby providing for mediation as the primary method for dispute resolution between all parties.

### **Ownership of Documents:**

All documents produced by the Firm under this agreement shall remain the property of the client and may not be used by the Client for any other endeavor without the written consent of Marchetti Consulting Engineers, LLC

### **Certifications:**

**Guarantees and Warranties:** Marchetti Consulting Engineers, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Marchetti Consulting Engineers, LLC cannot ascertain.

Standard of Care:

In providing services under this Agreement, Marchetti Consulting Engineers, LLC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.

Opinions of Probable Construction Cost:

In providing opinions of probable construction cost, the Client understands that Marchetti Consulting Engineers, LLC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Applicable Laws:

Unless otherwise specified. This agreement shall be governed by the laws of the State of Connecticut, Fairfield County and the Town of Newtown.