



40 Beecher Road – South Woodbridge, Connecticut 06525

#### **MEMORANDUM**

Jonathan S. Budd, Ph.D. — Superintendent jbudd/awoodbridgeps.org

TO: Woodbridge Ad Hoc Capital Plan Committee

FROM: Jona an S. Budd, Ph.D., Superintendent

DATE: November 3, 2021

RE: Relevant Documents Packet #1

Please find attached various documents relevant to our work:

- (1) 10/4/21 Memorandum from Mr. Huot recommending a capital project being defined as a project over \$25,000;
- (2) 12/1/11 Fuss & O'Neill presentation on BRS to Board of Selectmen;
- (3) 8/15/14 AKF presentation on BRS Educational Specifications (with Security section redacted);
- (4) 11/7/21 Van Zelm proposal for HVAC retrocommissioning;
- (5) 11/8/18 Fuss & O'Neill proposal for abating hazardous building materials;
- (6) 1/18/21 ACV Enviro proposal for removing oil tank;
- (7) 2/22/21 Marek proposal for removing oil tank;
- (8) 9/22/21 Fuss & O'Neill proposal for site drainage improvements consulting services;
- (9) 9/28/21 Silver/Petrucelli proposal for roofing replacement;
- (10) 11/19/20 Connecticut Sealcoating proposal for pavement/sidewalk removal & replacement:
- (11) 3/10/21 Connecticut Sealcoating proposal for pavement removal & replacement.



#### Woodbridge School District

40 Beecher Road - South Woodbridge, CT 06525

To: Jonathan S. Budd, Ph.D., Superintendent

From: Richard Huot, Interim Director of Business Operations

Date: October 4, 2021

Re: Capital Projects

As the school district and community begin dealing with the revision of the capital plan, it is important to define our objective. With that in mind below are some suggestions for defining and outlining the scope of capital improvements. This is meant to be a starting point for the Ad Hoc Committee and the definition may differ widely depending on the nature and needs of the community.

A Capital Project is one that helps maintain or improve a community asset, sometimes called infrastructure. It can be renovation, replacement, expansion or new construction focused on an existing facility and have a life expectancy of at least ten years. Each project should be a minimum of \$25,000. This limit assumes smaller projects can/should be included in the operating budget.

Projects should be structural rather than cosmetic in nature. For example, painting is generally considered outside the definition of Capital, however if painting the entire exterior of a building might be considered a capital expense.

Budgets assigned to Capital Projects are often questioned. Budgets should be developed by design professionals such as architects and engineers or through three formal quotations from respected contractors. The AD Hoc Committee should formalize the process for developing costs to help insure community support.

## Beecher Road School Board of Selectmen Presentation

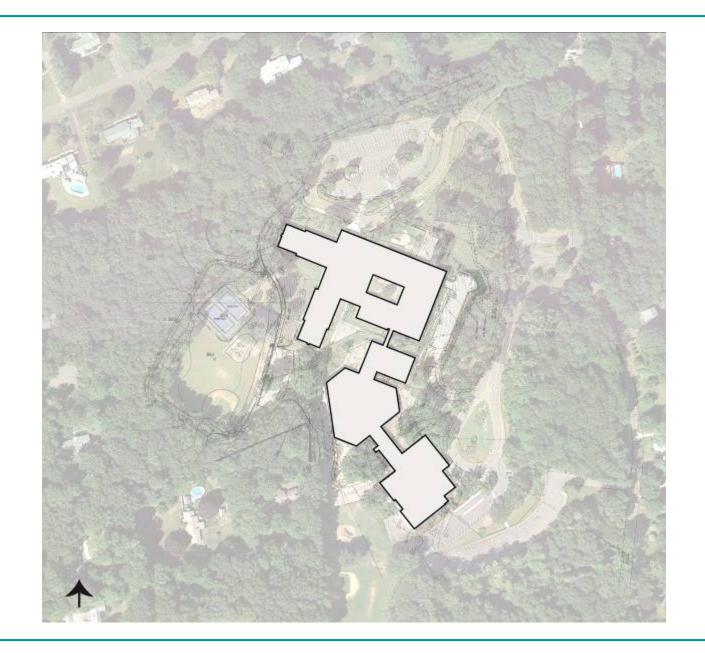
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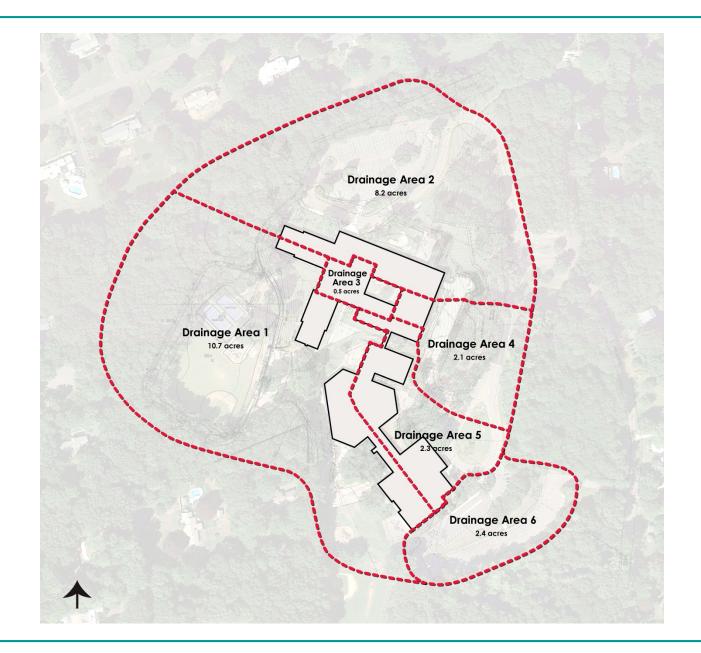
## Analysis & Site Mapping

Beecher Road School

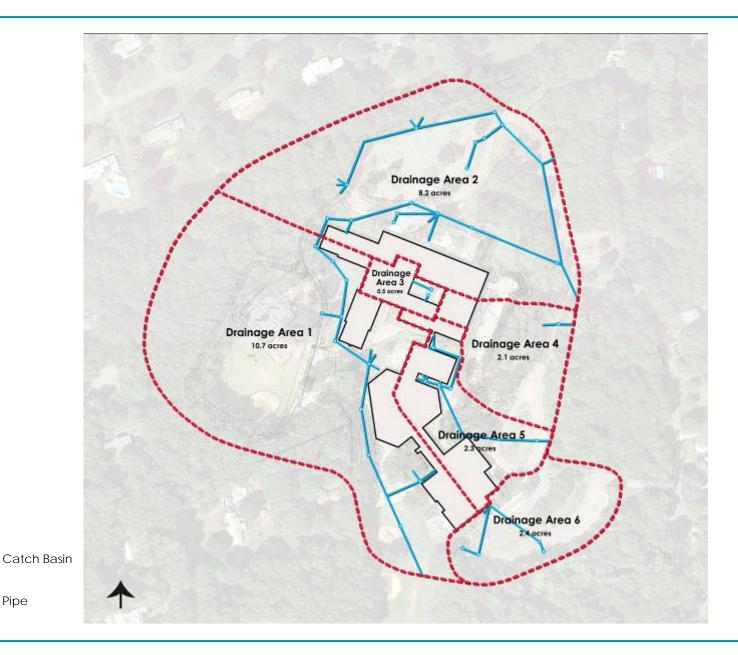






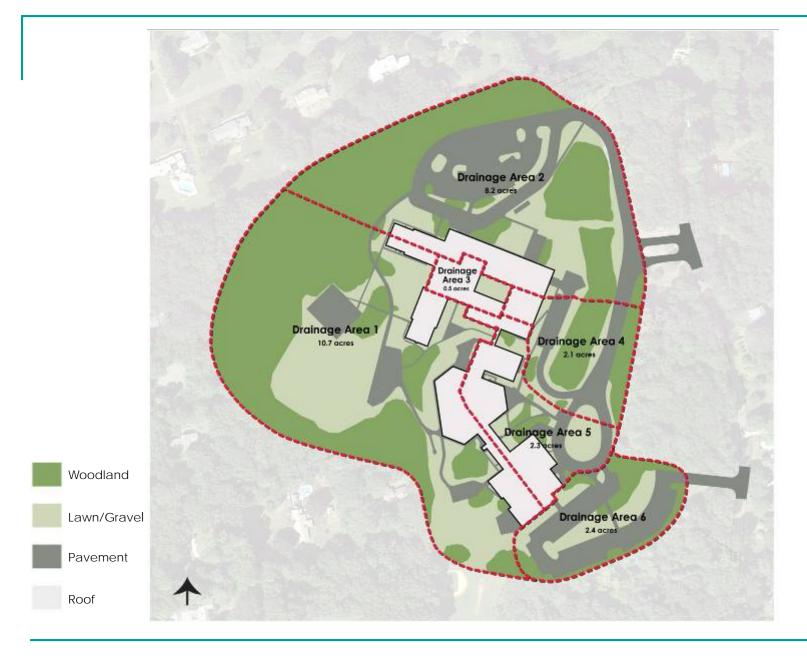






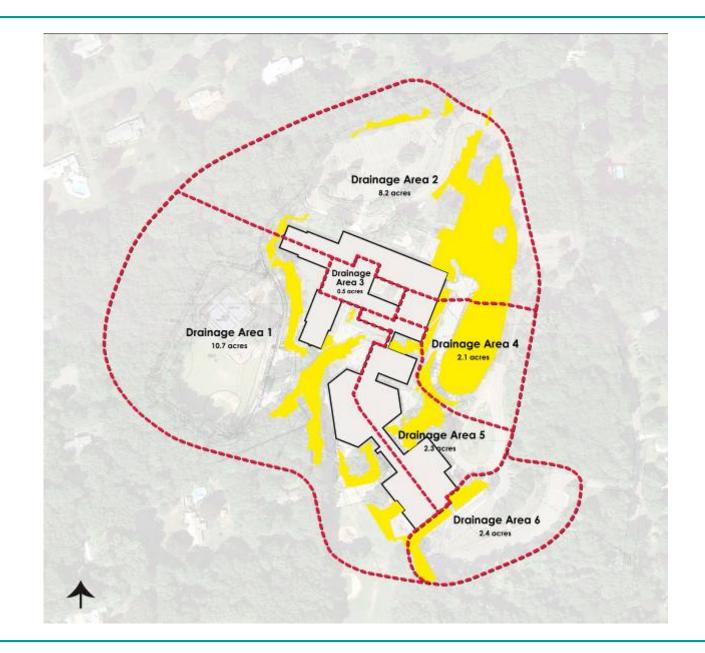


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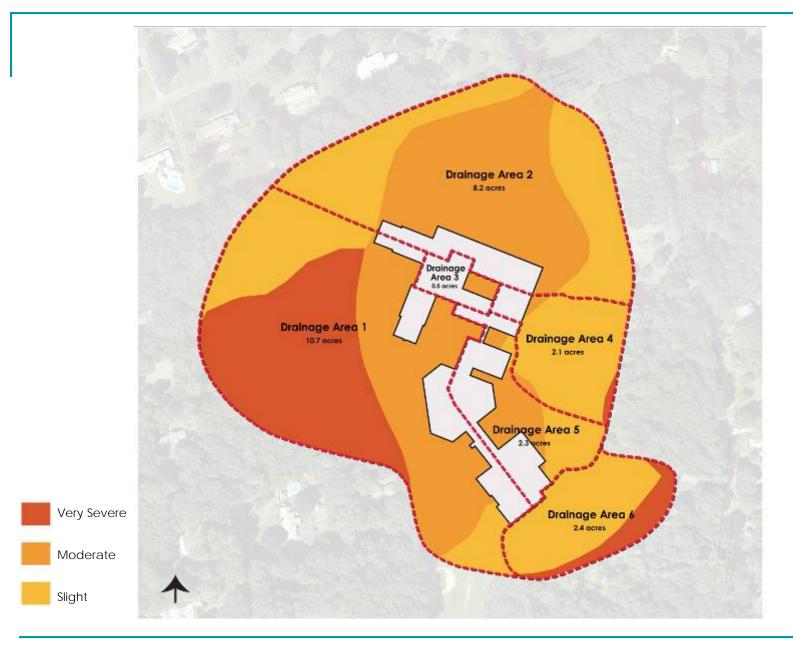




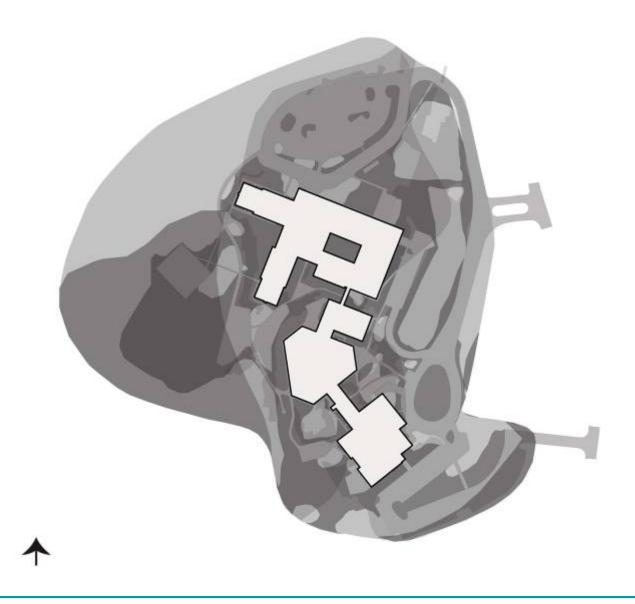














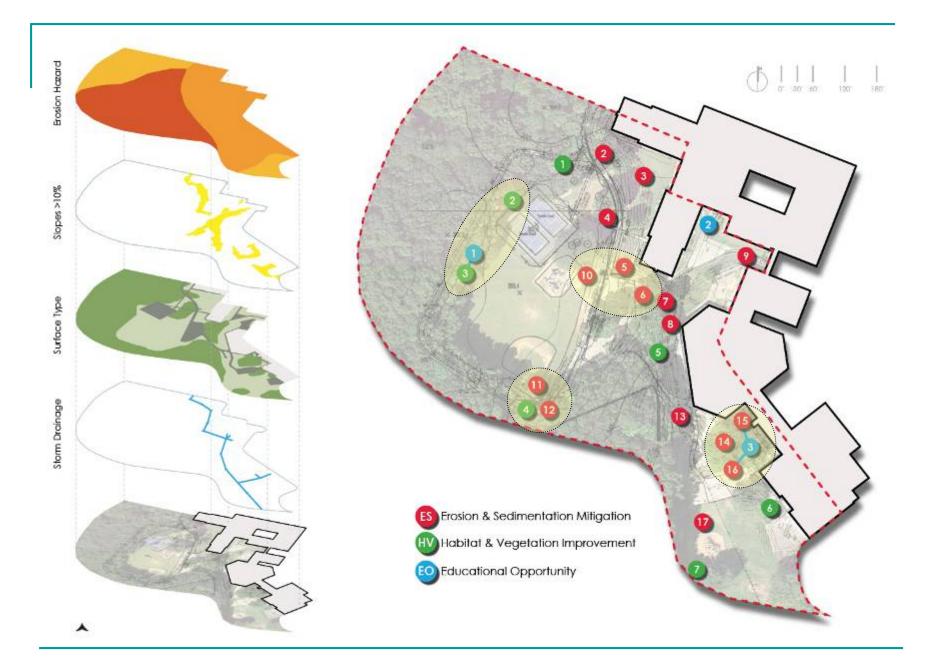
## Areas of Concern & Opportunity

**Beecher Road School** 

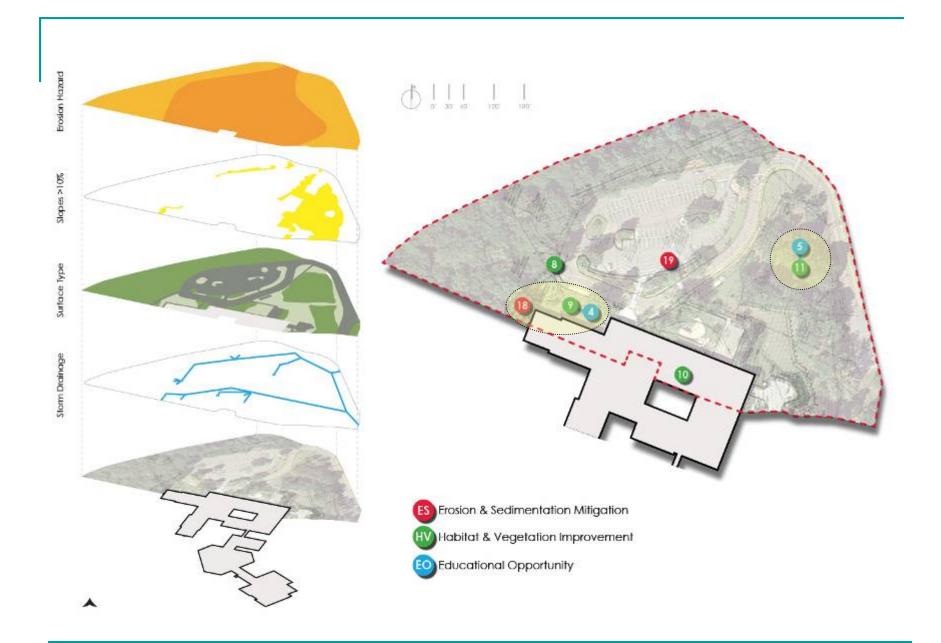




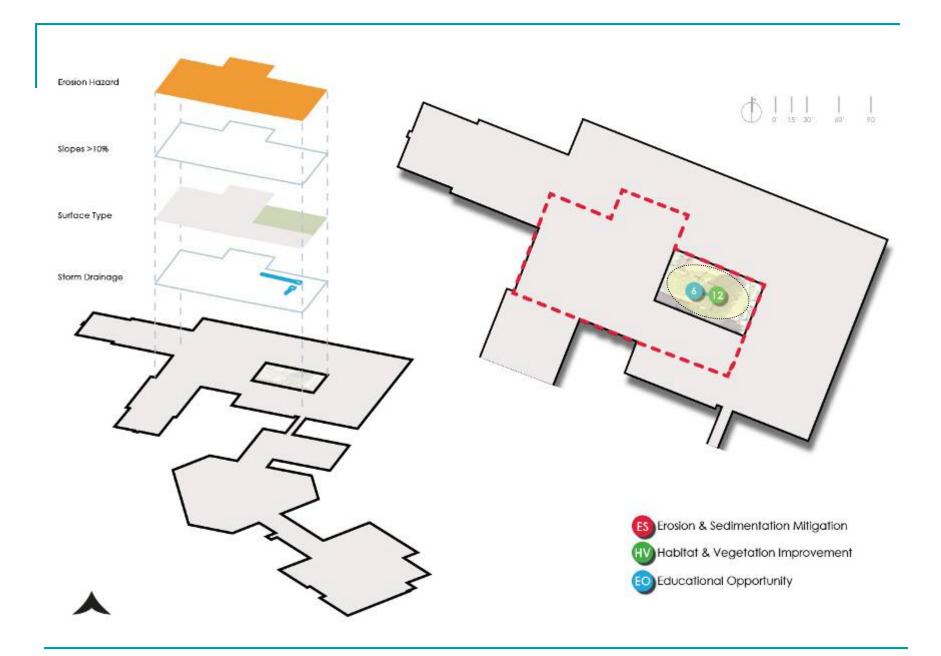








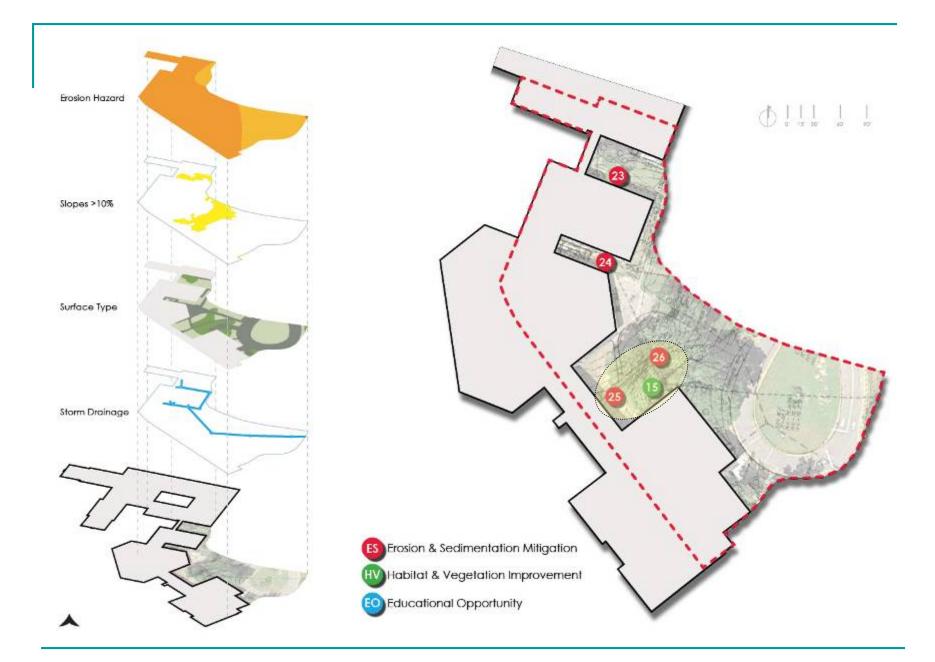




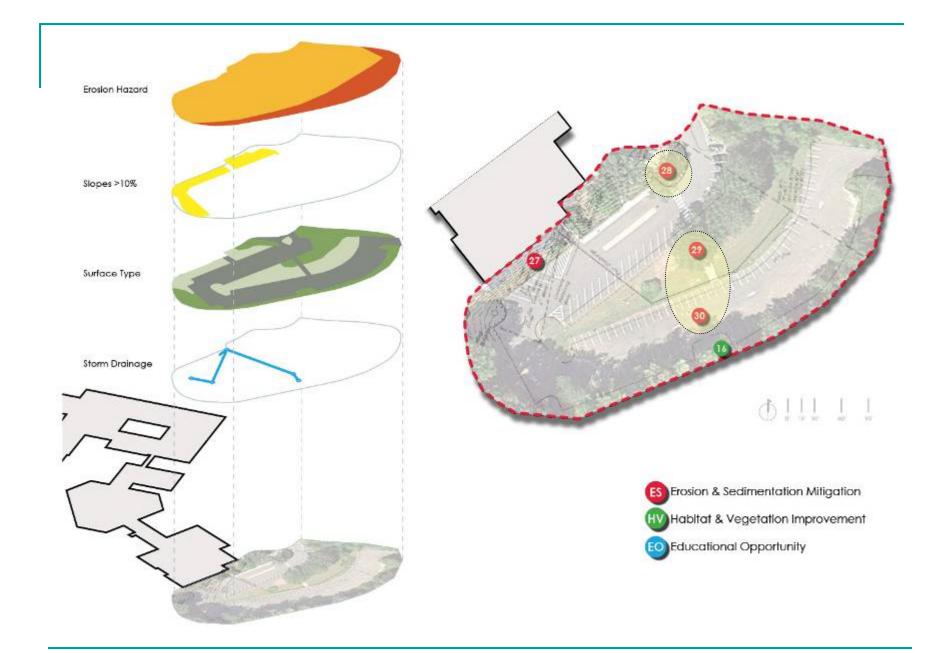














# Master Plan & Recommended Improvements

**Beecher Road School** 



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#### **HABITAT & VEGETATION IMPROVEMENTS**



#### **EDUCATIONAL OPPORTUNITIES**



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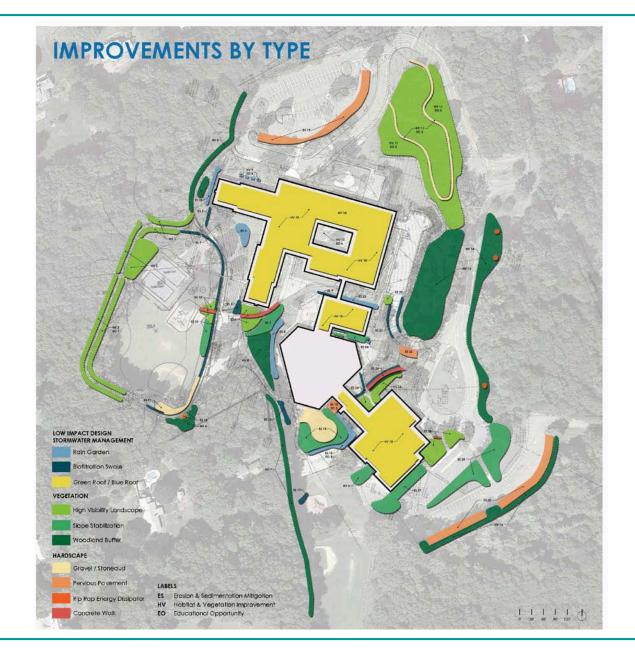
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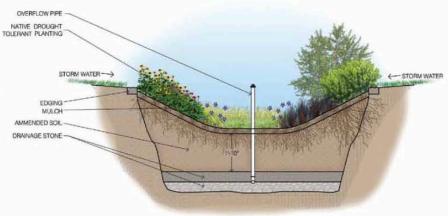






#### Rain Garden





#### **Biofiltration Swale**





age: http://www.indp.gov/eGov/City/DPW/SustainIndy/WaterLand/GreenInfra/Pages/BuildYourOwnRainGarden.aspx



#### Green Roof / Blue Roof



#### **Pervious Pavement**



#### Rain Garden



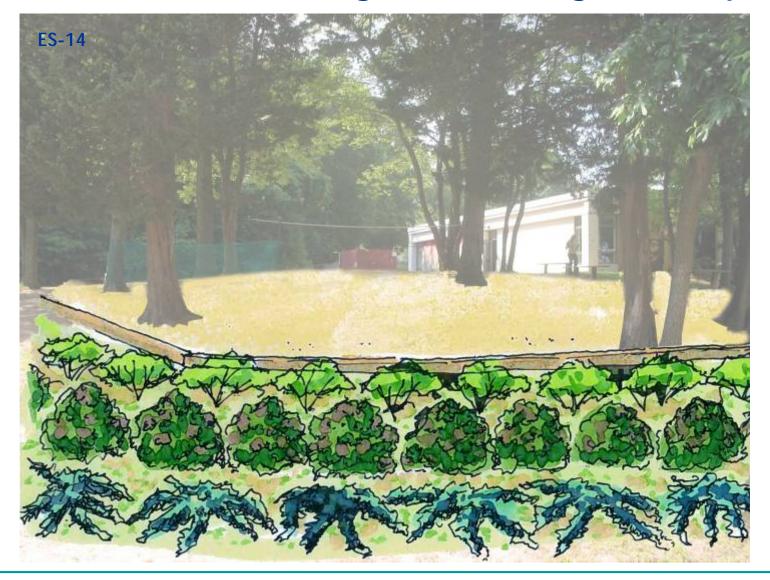


#### Revegetate Slope / Formalize Walk



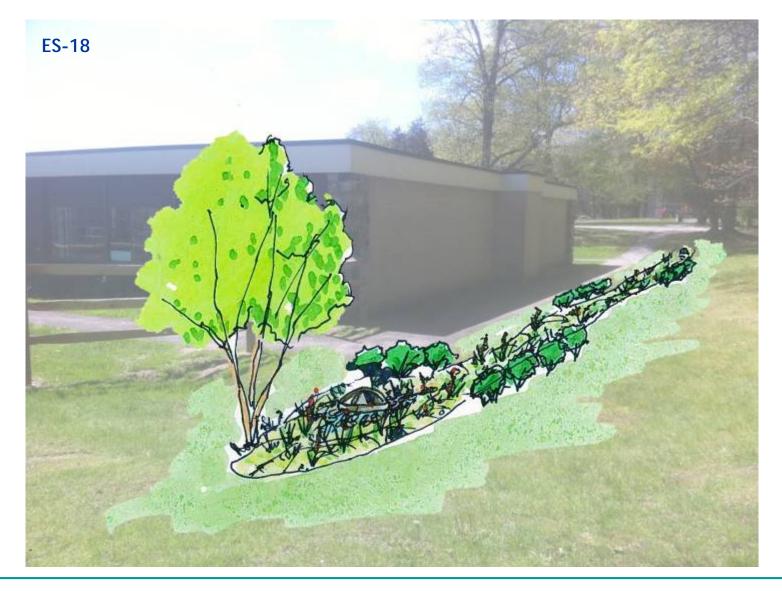


#### Establish Gravel Gathering Area / Revegetate Slope





#### Rain Garden



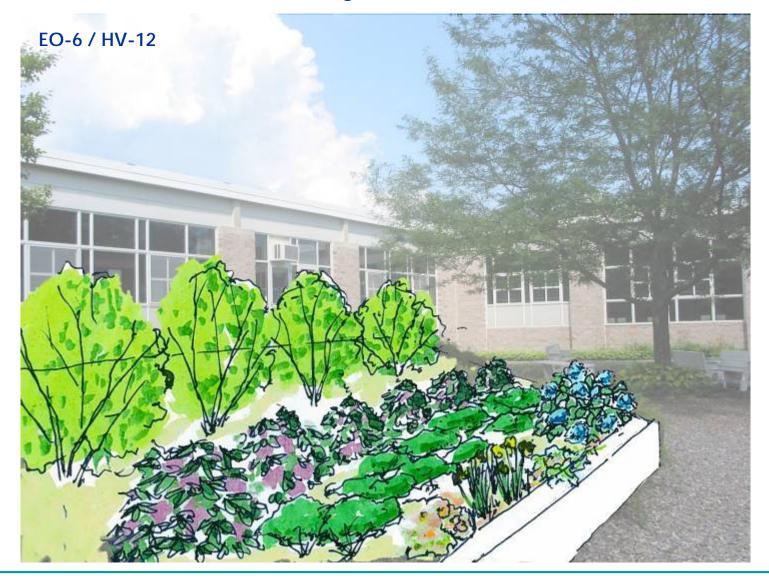


### Selective Clear Cut / Remove Invasives / Native Display Garden / Bird Boxes





#### **Ornamental Sustainability Garden**





#### **Biofiltration Swale**

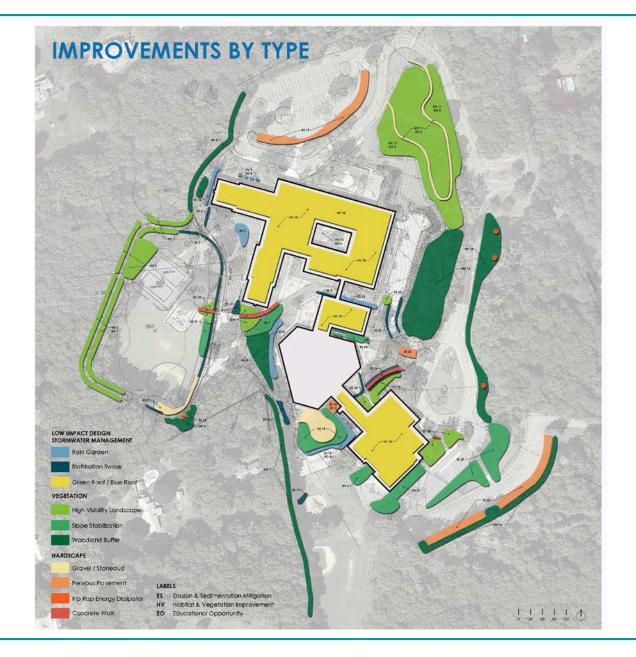




#### Pervious Pavers / Revegetate Slope









#### **Drainage Area 1**







#### **Drainage Area 1**



















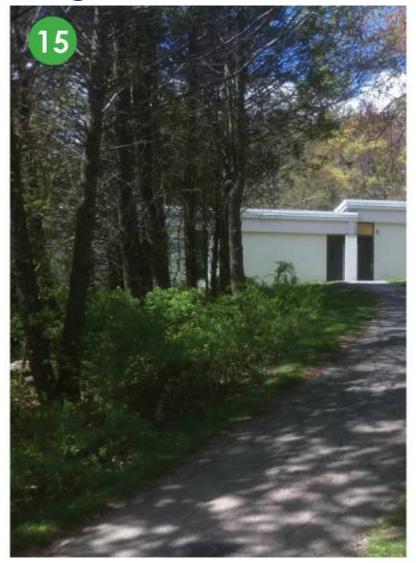


























### **Educational Specifications**



Town of Woodbridge - Beecher Road School
Alteration, Energy Conservation & Roofing Project
State Project #: TMP-167-TJ VK

**Educational Specifications** 

August 15, 2014



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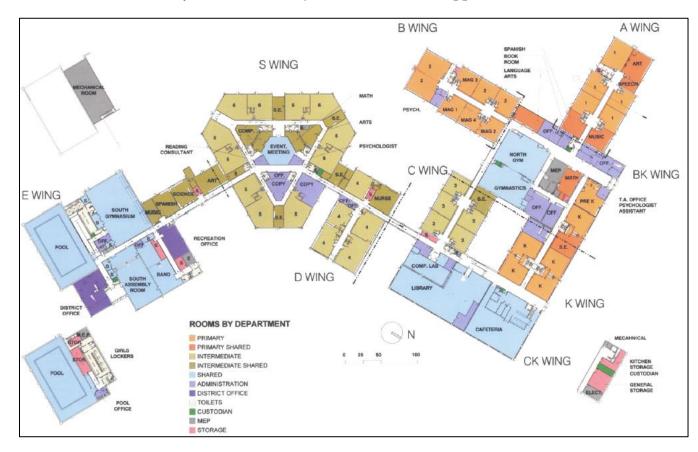
- I. General Building Information
- II. Eligible Systems
- III. Ineligible Systems
- IV. Appendix
  - 1. Key Plan
  - 2. Roofing Plan
  - 3. Window Wall Plan
  - 4. Casework And Sinks Plan
  - 5. Ceiling Work Plan

#### I. General Building Information

The Beecher Road School is a kindergarten through 6<sup>th</sup> grade facility located on a 6-acre site at 40 Beecher Road in Woodbridge, Connecticut. The building is a single-story, sprawling facility totaling 144,500 square feet, that was built in phases, beginning with the original building in 1960/64 with subsequent building additions in 1970, 1994 and 1997, as follows:

A, B & C Wings Original Building: 1960/64
E & S Wings South School: 1970
D Wing: 1994
K-Wing Kindergarten, Cafeteria, Library: 1997

The building includes classrooms, auditorium, gymnasiums, a pool, kitchen/cafeteria, music rooms, science rooms, administrative offices, mechanical equipment rooms, storage areas, corridors, and server rooms. The total occupancy is reported to be approximately 369 people. The south end of the building, including the pool, locker rooms and gymnasium is used by the School and also has a shared by the Town as a recreational facility. (**Refer Area Key Plan below and in Appendix**)



Town of Woodbridge – Beecher Road School Alteration, Energy Conservation & Roofing Project State #: TMP-167-TJ VK

#### II. Eligible Systems:

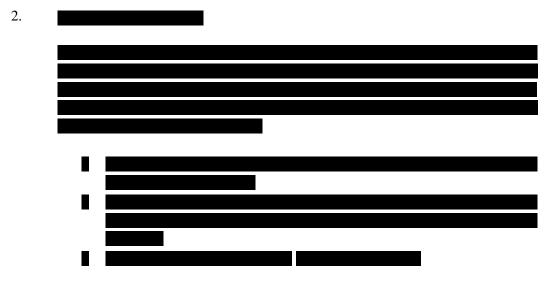
#### A. Whole Building

#### 1. New Air Conditioning System

The School currently has no building-wide, central air conditioning system. The only spaces currently with air conditioning in the building are: the administrative offices, the library, the media center, the IT closets; and the multi-purpose room and support spaces in the center "pod" area in the S-wing. Air conditioning was also cited as a recommendation in the School's security risk assessment to eliminate the practice of keeping the classroom exterior doors open in the summertime.

A new central chilled water plant will be provided as a "new feature" for the building. The system shall consist of the following components:

- A new 275-ton, roof-mounted, air-cooler chiller; with structural support steel, and all associated equipment including:
- The building's existing hot water piping distribution system shall be converted to a new chilled water/hot water, dual temperature piping distribution system. A dedicated HW only piping loop shall be added to serve the year-round heating only loads including pool water heating, domestic water heating, cabinet/unit heaters and perimeter radiation. Insulation shall be added to the existing water piping as necessary to meet requirements for a chilled water piping system; new chilled water and secondary distribution pumps and VFDs; new electrical circuits to provide power for the new equipment; a building management (BMS) automatic temperature control system to serve all new equipment.



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#### 3. Canopies:

The School building will be provided with new canopies at the north and South entrances. The canopies were recommended as part of the security risk assessment report to create a safe haven from the rain and preventing parents and visitors from running into the School during downpours.

#### 4. Lighting Controls:

The existing lighting throughout the building are manually controlled from wall mount switches or breakers in electric panels. New automatic lighting occupancy sensors controls shall be provided in the classrooms, gymnasiums, library, locker rooms and principal's office and conference room.

#### 5. Solar Photovoltaic Panels:

A new 250-watt photovoltaic solar panel array will be added to the School on the roof above the A, B & C wing for on-site renewable energy power generation. The project is financed by the State of Connecticut's Clean Energy Finance Investment Authority (CEFIA) under a program in partnership with the local utility company, UI. The Town of Woodbridge applied for and was granted a ZREC credit grant with the State. The solar panel array will be owned, operated and maintained by CEFIA Beecher Road School will purchase the power generated at a reduced rate than currently offered by local utility company.

#### B. A, B, C, and B-K Wings

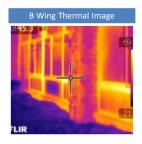
The A, B, C & B-K wings are the original section of the building dating back to the 1960's and houses the following educational components:

- The A-wing houses (5) 1<sup>st</sup> grade classrooms, (1) 2<sup>nd</sup> grade classroom, a music room, art room, speech therapist and classrooms for the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> grades, a gymnasium/commons area, and the central mechanical room.
- The B-wing contains (4) 2<sup>nd</sup> grade classrooms; (4) multi-age classrooms, a unique educational model consisting of a classroom for each 1<sup>st</sup> through 4<sup>th</sup> grades.
- The C-wing houses (5) 3<sup>rd</sup> grade classrooms; and a intermediate special education intensive resource room.
- The center B-K Wing contains the north gymnasium and commons area, where physical education takes place including before and after-school programs; a psychologist office, language arts center; teacher's lounge/lunch room; and a health education, special education classroom, math-lab classrooms and the general administration offices.

The eligible work being done in the A, B & C wings consist of the following scope of work:

- Roofing Demolition and New Roofing Installation: The roof in this section of the building (**Refer to Roofing Plan in Appendix**) is original to the 1960 construction making it 50 years old. The School has requested and received a waiver from the Commissioner's office to do an emergency roofing demolition and new roofing installation, in the A wing of the School, prior to this request for State plan approval. The reason for the emergency waiver was because the A-wing roof has had numerous leaks and the under-decking panels, that are exposed in the classrooms below this portion of the roof producing a mildew odor and it recently tested positive for mold.
- Window Wall Demolition and New Window Wall System: The window wall systems in these sections of the building (Refer to Window Wall Plan in Appendix) are original to the 1960 construction, and have failed. The caulking has failed, is crumbling and missing in sections, and has also tested positive for asbestos. The existing window and wall system does not meet the State's current energy code for thermal boundary performance standards with minimal insulation and single-paned glass. The following is an infrared scan of the building façade in the B-wing indicating substandard thermal boundary performance:





- New Air Conditioning: The A, B and C wings are currently provided with heating and ventilation only, however, no air conditioning, via a wall mounted unit ventilator in each classroom. These old heating-only unit ventilators will be demolished; and new unit ventilators with heating, as well as, a new air conditioning feature, will be installed. The building's new direct digital control system will be extended to the new unit ventilators.
- Casework Demolition with New ADA Casework and Sinks: Each classroom in the A, B, and C wings has sinks in a casework base that are not handicapped accessible. The sinks and casework will be demolished and new ADA compliant casework will be installed. (Refer to Caseworks & Sinks Plan in Appendix)

#### C. D-Wing:

The D-wing addition to the building was constructed in 1994 as a building addition. The D-wing houses the following educational components: four (4) 4<sup>th</sup> grade classrooms; a nurse's office; Spanish classroom; and a special education suite. The following are the scope of work items in the project for the D-wing:

- New Air Conditioning: The D-wing is currently provided with heating and ventilation only, however, no air conditioning, via a wall mounted unit ventilator in each classroom. These old heating-only unit ventilators will be demolished; and new unit ventilators with heating, as well as, a new air conditioning feature, will be installed. The building's new direct digital control system will be extended to the new unit ventilators.
- Ceiling Work: The ceiling tiles are being replaced in the corridors to accommodate the new work going in above them. The scope of work includes demolishing the existing 2'x4' ceiling grid and tiles, and installing a new 2'x2' grid and ceiling tiles in the main corridor along the entire length of this wing. (Refer to Ceiling Work Plan in Appendix)

#### D. K & C-K Wing:

The K wing and the C-K wings of the building are the newest section of the

building constructed in 1997 as a building addition. The K-Wing contains (6) kindergarten classrooms; a pre-school classroom; the primary special education intensive resource room; with an interior outdoor courtyard. The C-K Wing contains the kitchen, cafeteria serving all 780 students each day; library/media center and technology center.

The following are the scope of work items in the project for these areas:

- New Air Conditioning: The K-wing is currently provided with heating and ventilation only, however, no air conditioning, via a wall mounted unit ventilator in each classroom. These old heating-only unit ventilators will be demolished; and fan coil units, one per classroom with heating, as well as, a new air conditioning feature, will be installed. Ventilation will be provided by new roof mounted energy recovery ventilators (ERV's) with associated ductwork to each fan coil unit. The building's new direct digital control system will be extended to the new fan coil units and ERV's.
- Ceiling Work: The ceiling tiles are being replaced in the corridors to accommodate the new work going in above them. The scope of work includes demolishing the existing 2'x4' ceiling grid and tiles, and installing a new 2'x2' grid and ceiling tiles in the main corridor along the entire length of this wing. (Refer to Ceiling Work Plan in Appendix)
- Painting: The corridor walls in the K-wing will be painted (2) coats of a low VOC paint.

#### E. S-Wing:

The S-wing of the School was part of the 1970's building addition. This wing of the School contains six (6) 6<sup>th</sup> grade classrooms; six (6) 5<sup>th</sup> grade classrooms; a psychologists office; educational resource room; language arts instructional classroom; an intermediate math lab classroom; a computer lab; a speech center; art room; science lab; Spanish classroom; music classroom; the intermediate staff lunch room/lounge; copy room; and multi-purpose room for educational events that is used both daytimes for educational activities, and evenings for community events including girl scouts, Town recreation program, PTA meetings and professional development meetings.

The following are the scope of work items in the project for these areas:

New Air Conditioning: The classrooms in the S-wing are currently provided with heating and ventilation only, however, no air conditioning. These old heating-only air handling units with all associated ductwork will be demolished; and fan coil units, one per classroom with heating, as well as, a new air conditioning feature, will be installed. Ventilation will be provided by new roof mounted energy recovery ventilators (ERV's) with

associated ductwork to each fan coil unit. The building's new direct digital control system will be extended to the new fan coil units and ERV's.

- Ceiling Work: The ceiling tiles in the corridors in the S-wing are being replaced to accommodate the new work going in above them. The scope of work includes demolishing the existing 2'x4' ceiling grid and tiles, and installing a new 2'x2' grid and ceiling tiles in the main corridor along the entire length of this wing. (**Refer to Ceiling Work Plan in Appendix**)
- Painting: The corridor walls in the S-wing will be painted (2) coats of a low VOC paint.

#### F. E Wing:

The E-Wing of the building is shared between School and Town recreational functions and is used daytimes, evenings and weekends. In the mornings during pre-school hours it is used for team practice and school programming; from 8:30 AM to 3 PM it is used by the School for gym classes; after school hours it is used for recreation and extended day programming; and evenings and Saturdays and Sundays it is used for Town recreation programming and leagues for both children and adults.

The spaces in this portion of the building contain: the district superintendent's offices; the south gymnasium; natatorium; Town recreation office; band recreation room; and a south assembly/multi-purpose room that is also used 7 days a week for School events; Town agency meetings; and weekends as a community center that Town residents can reserve.

The following are the scope of work items in the project for these areas:

- New Air Conditioning: The spaces in the E-wing are currently provided with heating and ventilation only, however, no air conditioning. They are served by three (3) air handling units: one serves the gymnasium, assembly/fitness center; locker room, respectively. These old heating-only air handling units will be demolished; and new air handling units, with heating, as well as, a new air conditioning feature, will be installed. Ventilation will be introduced to each air handling unit via outside air louvers as it currently is. The building's new direct digital control system will be extended to the new fan coil units and ERV's.
- Ceiling Work: The ceiling tiles in the corridors in the S-wing are being replaced to accommodate the new work going in above them. The scope of work includes demolishing the existing 2'x4' ceiling grid and tiles, and installing a new 2'x2' grid and ceiling tiles in the main corridor along the entire length of this wing. (**Refer to Ceiling Work Plan in Appendix**)

• Painting: The corridor walls in the S-wing will be painted (2) coats of a low VOC paint.

#### III. Ineligible Systems:

#### A. Whole Building:

- 1. Lighting: The existing lighting throughout the School are fluorescent fixtures with 32-watt T-8 lamps. The fixtures will be retrofitted with new ballasts and the lamps will be replaced with new T-8 lamps of lower wattage as an energy efficiency measure. The classrooms new occupancy sensor lighting controls will be installed as a new feature.
- 2. Building Envelope Improvements: A general sealing of the building envelope will be performed to address the deficiencies identified in the infrared imaging report commissioned by the School. Scope of Work shall include the following (Refer to Exhibit A-2):
  - Weather-stripping (92) standard exterior doors and (1) garage door.
  - Sealing the roof/wall intersection of the of the building.
  - Caulking seams, joints and connections on the wood ceilings as directed by the blower door.
  - Insulating and sealing the wall between the pool and the pool ramp.
- 3. Domestic Hot Water Heater Upgrades: The building's existing fuel oil-fired and electric domestic water heaters will be replaced to provide the benefits of higher energy efficiency and cost savings from switching fuels to natural gas. New instantaneous water-to-water heat exchangers fed from the central gas-fired boiler plant will be provided including hot water and recirculation distribution piping, valves, fittings and controls for a complete system.
- 4. Electric Load Control Systems: A plug load control system will be installed on all building printers, copiers and overhead projectors enabling them to be turned off automatically during un-occupied hours. A commercial refrigeration energy economizer will be installed on the kitchen walk-in refrigerators and freezer, consisting of a refrigeration sensor and controller, to reduce the compressor cycles of these appliances.
- 5. Electric Transformer Replacement: The building's existing standard-efficiency will be replaced with new Energy-Star rated, high efficiency models meeting the NEMA Standard TP-1 requiring replacement of transformers of 600 volts or under. NEMA Standard TP-1 was originally developed to promote the use of higher efficiency transformers in support of the Department of Energy's

(DOE) guidelines for more efficient electrical devices that reduce energy consumption.. Transformers to be replaced shall include:

Location	Qty.	kVA
Electrical / Boiler Room	1	150
Electrical / Boiler Room	1	112.5
Kitchen Basement	1	150
Janitor's Closet	1	30
Custodian Office Closet	1	45
Custodian Office Closet	1	15
Gym Storage	1	45

- 6. Water Fixture Retrofit: The building's existing high-flow plumbing fixtures shall be replaced with new low flow fixtures for all restrooms throughout the School, including faucets, urinals, toilets and showerheads, as follows:
  - The existing floor and wall-mounted, 3.5 gallon per flush flushometer toilets shall be replaced with new 1.28 gallon per flush toilets and new flush valve.
  - The existing 1.5 gallon per flush urinal valves shall be retrofitted with ½ -gallon per flush retrofit kits.
  - New ½ -gallon per minute moderators shall be installed on existing standard and infra-red lavatory faucets.
- 7. Micro-turbine: A new roof-mounted, on-site power generator micro-turbine shall be installed as an energy cost saving measure. The new micro-turbine shall utilize natural gas to generate 65 KW of electricity and 400 MBH of waste heat for pool water heating, domestic water heating, and building space heating in the wintertime.
- 8. Painting: The corridor walls throughout the School will be painted (2) coats of a low VOC paint. (**Refer to New Painting Plan in Appendix**)

#### B. A, B & C-wings

1. Painting: The classrooms in the A, B and C wings will be painted (2) coats of a low VOC paint. The classroom ceilings will be painted with (1) coat of flat paint. The exposed steel beams in the classrooms will be painted with (2) coats of DTM metal protective paint (as accent color). (Refer to New Painting Plan in Appendix)

#### C. S-Wing:

Air Conditioning Unit Replacement: The multi-purpose room and adjacent Page 10 of 13

Town of Woodbridge – Beecher Road School Alteration, Energy Conservation & Roofing Project State #: TMP-167-TJ VK

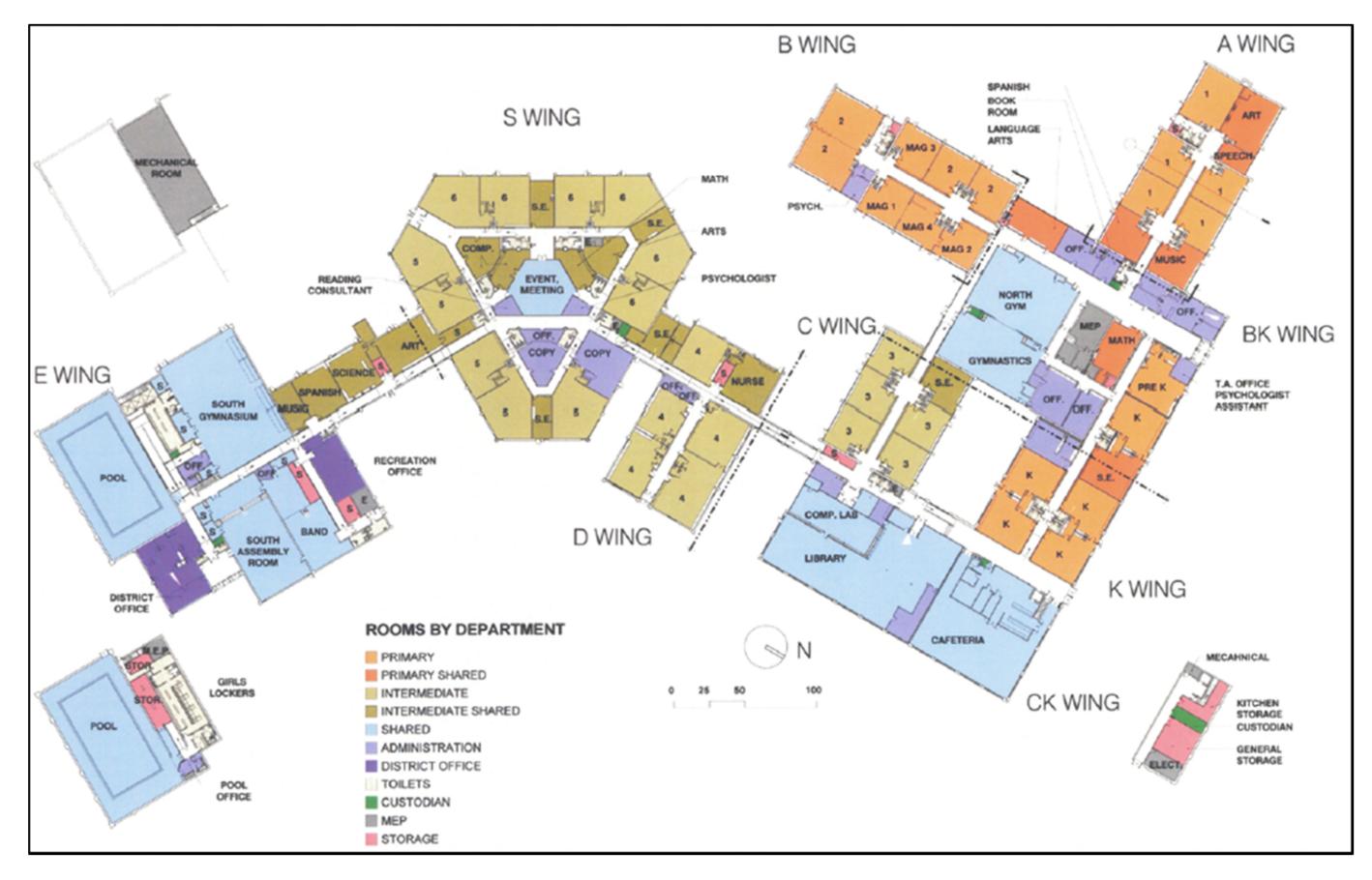
interior support spaces in the S-wing are currently provided with heating, ventilation and air conditioning via an air handling unit with split roof-mounted condensing unit. This system will be replaced with a new indoor air handling unit (AHU) equipped with hot water/chilled water coils capable of being fed from the new central boiler and chiller plant. Ventilation will be provided by a new roof mounted energy recovery ventilators (ERV's) with associated ductwork to the AHU. The building's new direct digital control system will be extended to the new AHU and ERV's.

#### D. E-Wing:

Pool Dehumidification Unit Replacement: The pool area in the E-wing is currently served by an indoor air handling unit that provides heating and ventilation to the space. The unit was also originally equipped with a dehumidification feature via a split outdoor roof mounted condensing unit, however, this unit failed shortly after it was installed and hasn't functioned in several years. This old heating-only air handling units will be demolished; and new air handling units, with heating, as well as, a new air conditioning feature, will be installed. Ventilation will be introduced to each air handling unit via outside air louvers as it currently is. The building's new direct digital control system will be extended to the new fan coil units and ERV's.

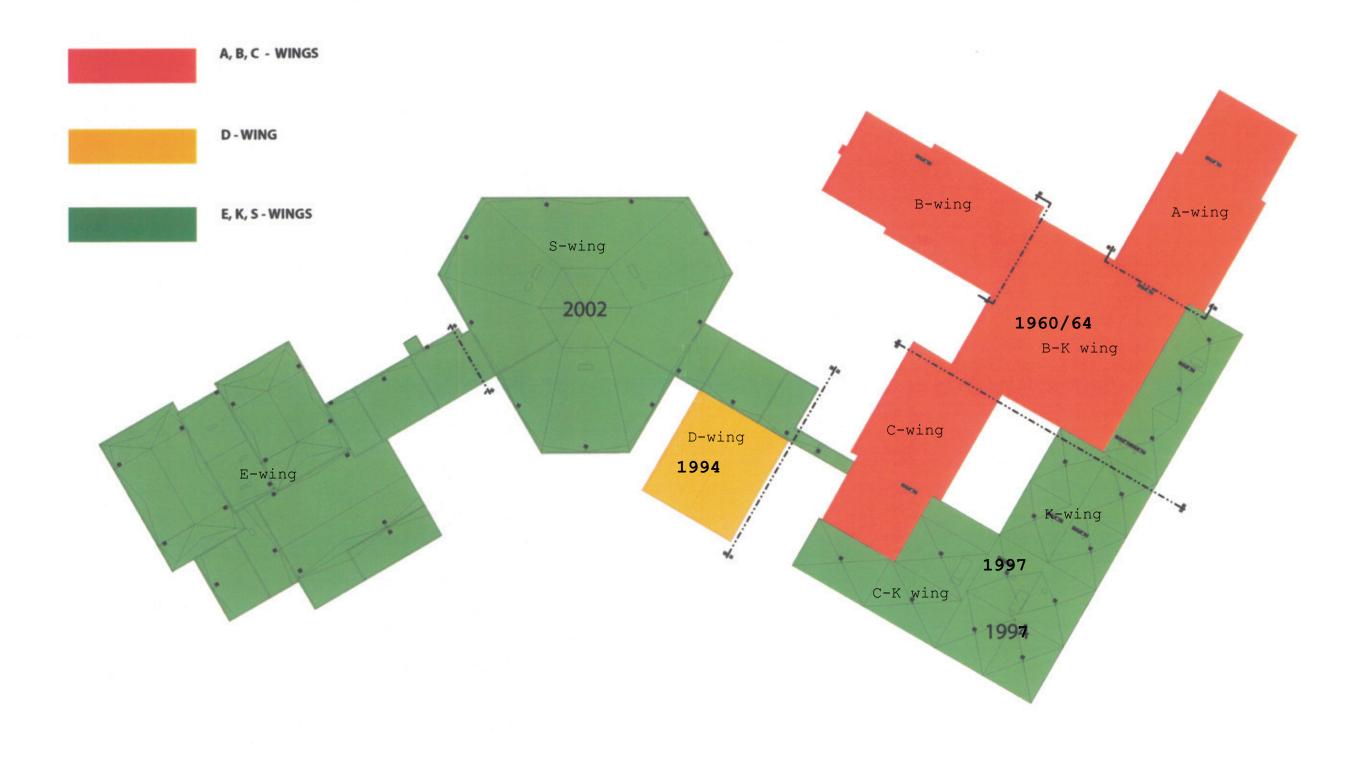
### **APPENDIX**

- 1. Key Plan
- 2 Roofing Plan
- 3 Window Wall Plan
- 4 Casework and Sinks Plan
- 5 Ceiling Work Plan

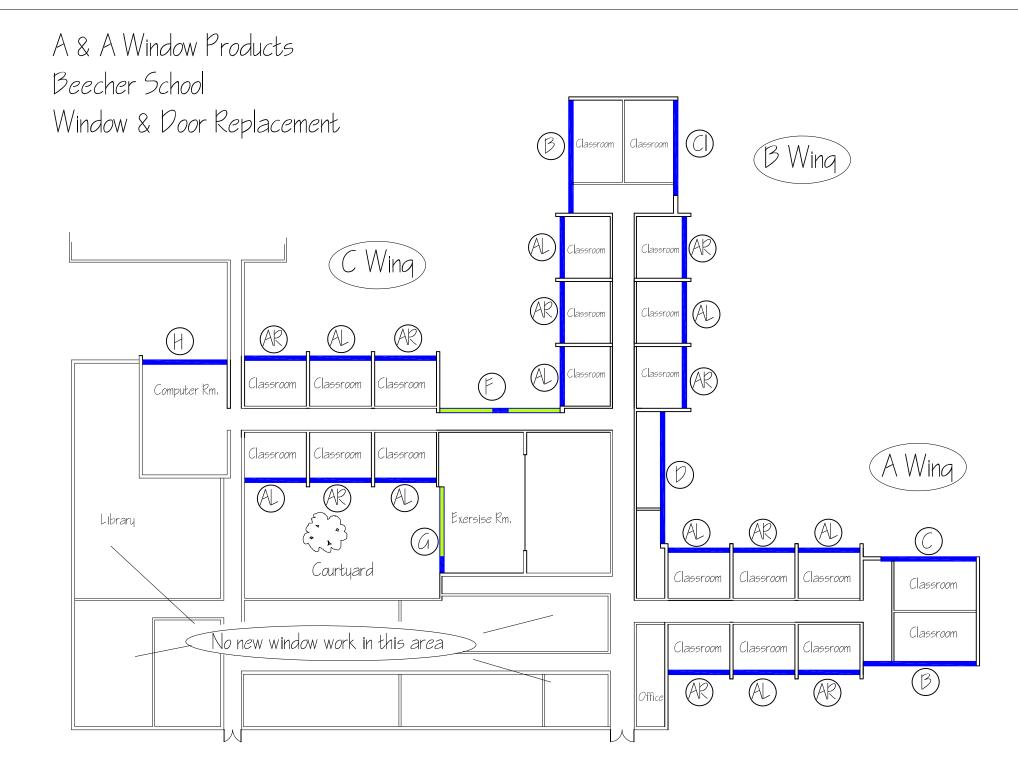


**KEY PLAN** 

# **Existing Conditions: Roofing Systems**





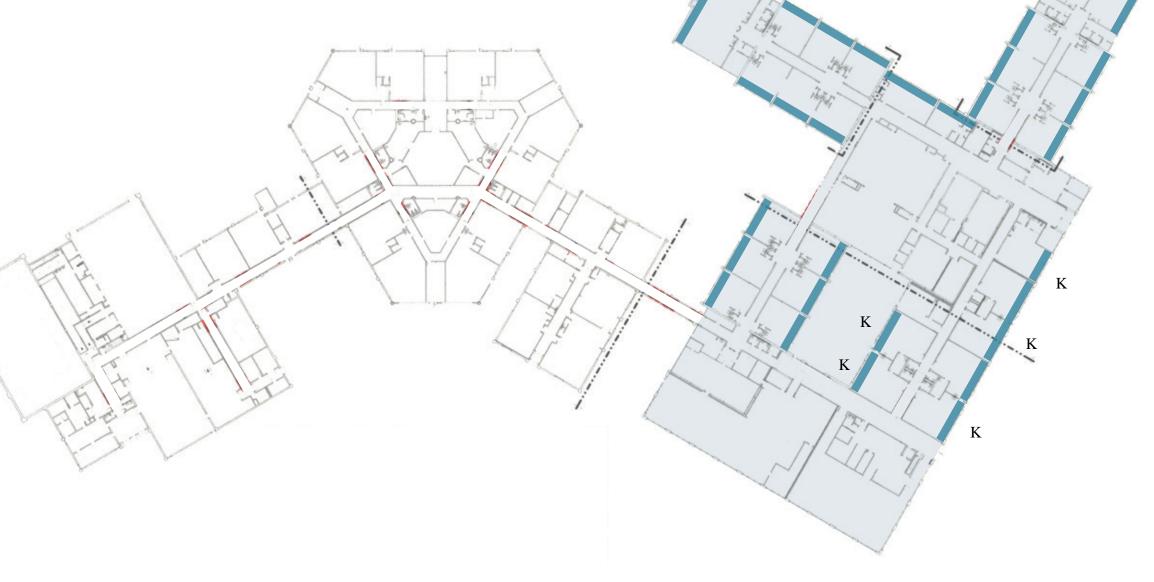


# **Proposed Caseworks & Sinks**

TO MATCH EXISTING CASEWORKS







**EXHIBIT A-7** 

ENERGY SYSTEMS GROUP

Note: K wing mill work to replace 7-foot unit ventilators being removed

NEW CASEWORK & SINKS



- New Tile and Grid
- I Existing Tile





June 7, 2021 via email

Mr. Jonathan S. Budd Superintendent Woodbridge School District 40 Beecher Road-South Woodbridge, CT 06525

RE: Beecher Road Elementary School

RetroCommissioning/TAB van Zelm #2018137.03

Dear Mr. Budd:

We are pleased to offer this proposal for professional engineering services to evaluate the existing HVAC systems at the Beecher Road School.

Our scope of work includes measurement of the outdoor airflows and RetroCommissioning for all areas outside of the classrooms to confirm all systems are operating as required.

#### SCOPE OF SERVICES

#### A. RetroCommissioning/Verification of proper operation of HVAC Systems

As previously discussed with the Facilities personnel, the areas that surround the classrooms will influence the classroom space conditions, so it would be important to ensure that all the HVAC systems in the building are operating correctly. This is particularly important considering the recent requirements surrounding the Covid-19 re-opening guidelines published by the Department of Health. Please see Attachment A for the recommended scope of work.

#### B. Documentation of Outdoor Airflows

Outdoor airflows for all central Air Handling units throughout the building will be measured and documented.

#### C. Control Contractor Support during Evaluation/RetroCommissioning process

Control Contractor Support during the evaluation and RCx process will be required and will be carried as a sperate cost. Scope of work required will be:

- 1. Delete "read only" hardware points on all necessary equipment.
- 2. Rebuild hardware points as "user adjustable" for all necessary equipment.
- 3. Provide 2 days of additional technical support.

Mr. Jonathan S. Budd Woodbridge School District van Zelm #2018137.03 June 7, 2021 Page 2

#### **FEE FOR SERVICES**

We propose to provide the above engineering services for the lump sum fee of Thirty Four Thousand Eighty Dollars. A Breakdown of this fee is as follows:

Ta:	sk	Fee
A.	RetroCommissioning of HVAC Systems	\$26,600
B. Documentation of Outdoor Airflows		
C.	Control Contractor Support	\$3,080
	Lump Sum Grand Total:	\$34,080

We will bill monthly based on percent of completion. Any authorized additional services will be charged per the attached Rate Schedule A&B.

#### **NOTES AND EXCLUSIONS**

- Our work will not include identification of hazardous materials or definition or remediation approach.
- Air quality monitoring is excluded from our base scope of services. If desired, we can provide these services through a subcontractor.
- Cost estimating services are excluded; it is assumed that they will be provided by a local contractor under contract to Woodbridge School District.

#### **SUMMARY**

We thank you for the opportunity to work with you again. I would be pleased to meet with you and discuss any questions you may have. I can be reached anytime on my cellphone at (860) 729-1807.

Very truly yours,

VAN ZELM HEYWOOD & SHADFORD, INC.

Bill Donald

Team Leader- Commissioning Services

Bell Donolel

Certified Building Commissioning Professional (CBCP®, EBCP®)

WJD:wjd

Enc: Rate Schedules A & B

Attachment A: RetroCommissioning scope of work

cc: van Zelm – Tom Wunder, Joe McCarthy, Patricia Bilotto, Susan Labas, Beatrice Chipelo

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#### **RATE SCHEDULE A: LABOR RATES**

CLASSIFICATION	HOURLY RATE
Principal	\$230.00
Senior Associate	188.00
Associate	183.00
Team Leader/PM	172.00
Senior Consultant III/Senior Specialist III	210.00
Senior Consultant II/Senior Specialist II	158.00
Senior Consultant I/Senior Specialist I	145.00
Consultant II/Specialist II	129.00
Consultant I/Specialist I	112.00
Senior Designer/Senior Technician	103.00
Designer/Technician	89.00
Support Technician	81.00
Draftsperson	78.00
Administrative Assistant	60.00
Legal Preparation	275.00
Legal Expert Testimony	375.00

Client-Requested overtime shall be invoiced at a multiple of 1.25 times the listed rates.

An additional 25% surcharge may be assessed on listed rates to provide immediate service demand disruptive to on-going project schedules.

#### RATE SCHEDULE B: REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for basic and additional services. They include actual expenditures made by van Zelm Heywood & Shadford, Inc., (van Zelm) its employees, and any consultants to van Zelm in the interest of the project. Reimbursable expenses include the following:

- 1. Expense of transportation in connection with the project. Specifically, personal auto mileage is charged in accordance with the most current IRS guidelines for personal mileage reimbursement, or in cases of business travel in excess of 100 miles per day round trip, rental car fees, gas and expenses may apply in lieu of mileage charges. Cost of tolls, parking and taxi/transportation service will be charged.
- 2. Expenses in connection with out-of-town travel. Specifically, cost of air, rail or similar transportation services and the cost of lodging and meals will be charged.
- 3. Reproductions, prints, copies and other documents, including the expense of CAD plots associated with delivery of work products to the Client.
- 4. Express mail, shipping, delivery and postage expenses. Messenger charges are \$25.00/hour, plus mileage.
- 5. Expense for web based document management services.
- 6. Expense of any additional insurance coverage, including professional liability insurance, requested by the Client in excess of that normally carried by van Zelm or its consultants.
- 7. Cost of "Consultants" where not included as part of compensation for Basic Services.

Charges for all reimbursable expenses are as incurred or as specifically noted, plus 10%.

**TERMS:** 

Terms are Net 30 days. Interest at the rate of 1-1/2% per month may be applied to past-due invoices. The rates listed herein are effective January 1, 2021.

VAN ZELM HEYWOOD & SHADFORD, INC.



#### **ATTACHMENT A**

#### RETROCOMMISSIONING SCOPE OF SERVICES

The scope of services outlined below are meant to provide a general overview of how we would approach this project. This set of tasks is designed to provide a systematic analysis of the HVAC system and document a list of operational issues, determine causes for the operational issues (if possible), and recommend improvements to resolve operational problems.

#### 1. Initial review of HVAC System

- a. Review plans and specs to become familiar with the Engineers original design intent.
- b. Obtain and review all shop drawings related to HVAC System (if available).
- c. Obtain and review Testing, Adjusting and Balancing (TAB) Report (if available).
- Perform review of Building Automation System as-built drawings, points list, sequences of operations, etc.

#### 2. HVAC System Site Evaluation

- a. Conduct field visits to review the actual installation of the HVAC systems.
- b. Review operation of the HVAC System via BAS and field observation.
- c. Setup and/or obtain trend logs from BAS (space temps, alarms, humidity levels, etc.).
- d. Meet with Facilities Personnel to access ongoing comfort issues and gather any historical information that may be available.

#### 3. Functional Performance Testing

a. We will work with the BAS Contractor (carried by vanZelm as a Subcontractor) to functionally test the HVAC System and document all issues or deficiencies that may exist. Note: Functional testing will need to occur in both the Cooling and Heating seasons to properly evaluate system performance.

#### 4. Reporting/Implementation

- a. We will develop a list of findings and recommendations based on our investigation.
- b. We will provide a summary of work performed related to the implementation of the corrective measures. Note: measures involving additional significant design work will not be included in the implementation work.
- c. Meet with School personnel to present final report and review options for next steps.

#### HVAC SYSTEMS INCLUDED IN SCOPE OF WORK

The following HVAC systems that we plan to include as part of the RetroCommissioning project are:

- Air Handling Units (AHU-1 thru AHU-6)
- Rooftop Units (RTU-1 thru RTU-5)
- Existing FCU's (Board of Ed Area)
- Boilers (B-1 thru B-3)
- Heating/Cooling Pumps (1&2)

- Exhaust Fans
- Unit Heaters
- VAV Boxes (quantity of 9)
- Hot Water Pumps (1 thru 4)



November 8, 2018

Mr. Vito Esparo Facilities Manager Woodbridge School District 40 Beecher Road Woodbridge, CT 06525

RE: Opinion of Hazardous Building Materials Consulting and Abatement Costs
Beecher Road School
40 Beecher Road, Woodbridge, Connecticut
Fuss & O'Neill Inc. Project No. MP071328.I00

Dear Mr. Esparo:

Fuss & O'Neill, Inc. has prepared the opinion of hazardous building materials consulting and abatement costs provided below for the above-mentioned Site based on a discussion with the Woodbridge Public Schools (the "Client") and Site visit on October 17, 2018 during which potential upcoming renovation projects for Summer 2019 were discussed.

This estimate is based on asbestos containing material (ACM) or assumed ACM present at the Site located in the following areas identified by the Client:

- Art Room and storage closets
- Recreation Office, Music Rooms and associated offices, Telephone Room, and ramp area

Hazardous building materials consulting costs are based on similar projects performed by Fuss & O'Neill. Abatement costs are based on current industry rates and are inclusive of typical contractor costs for a normal work schedule (1 shift/day), Monday to Friday. The costs do not include an expedited work schedule (double shifts/ weekends/ holidays), or replacement of any abated materials or labor associated with replacement materials. Estimated unit costs are based on assumption that listed ACM will be removed, disposed, and transported by an asbestos abatement contractor during one phase. Abatement costs are subject to change based on results of confirmatory inspection and sampling, changes in renovation plans, industry rates, project schedule and contractor means and methods.

146 Hartford Road Manchester, CT 06040 † 860.646.2469 800.286.2469 f 860.533.5143

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Connecticut
Maine
Massachusetts
New Hampshire

Rhode Island

Vermont

F:\P2007\1328\I00\Summer 2019 Correspondence\JDS\_Beecher Road\_Opinion of Abatement Costs\_20181107.docx



Mr. Vito Esparo November 8, 2018 Page 2

Material Type	Estimated Quantity	Estimated Unit Cost	Total Estimated Cost
Hazardous Building Materials Consulting Fees			
Exploratory Inspection and Confirmatory sampling of Assumed ACM (Note 1)			\$2,000.00
Development of Abatement Work Plan			\$750.00
Variance application to CTDPH (Note 2)			\$2,000.00
Abatement Monitoring Services (Note 3)			\$18,900.00

Note 1: Fee includes labor, laboratory fees and a summary report.

**Note 2:** A Variance is required when school is full or part-time occupancy with students; includes summer programs, camps, after hour programs. Fees include PCM background air sampling to determine air quality, potential Site visit with CTDPH, Application to CTDPH, Correspondence. If the school building will not be used by used during abatement activities, a variance will not be required.

**Note 3:** Abatement monitoring fees are based on a 4 week schedule and include full-time abatement oversight, project management, laboratory fees and a closeout report. These fees have been included for planning purposes only as the abatement schedule is defined by the contractor.

Abatement Fees				
Art Room Area				
(including Art Room and Stora	ge Closets)			
Abatement of Sink undercoating; sink to be removed intact (confirmed as ACM)	3 units	\$250/unit	\$750.00	
Abatement of Flooring materials; including floor tile, carpet, mastic, adhesive (assumed as ACM, will perform confirmatory testing for ACM)	800 SF	\$8/SF	\$6,400.00	
Abatement of cove base and adhesive (assumed via manufacture's statement, material is not asbestos containing, will perform confirmatory testing for ACM)	200 LF	\$5/LF	\$1,000.00	
Sheetrock and joint compound (based on 1 foot x perimeter of the rooms) (data gap-not tested in this area, will perform confirmatory testing for ACM)	200 SF	\$8/SF	\$1,600.00	
Abatement of Pipe Insulation and mudded fittings (assumed ACM, will perform confirmatory testing for ACM)	50 LF	\$18/LF	\$900.00	
Recreation Area				
(including Recreation Office, Music Rooms and associated offices, Telephone Room, and ramp area)				
Abatement of Flooring materials; including floor tile, carpet, mastic, adhesive (assumed as ACM, will perform confirmatory testing for ACM)	3,200 SF	\$8/SF	\$25,600.00	



Mr. Vito Esparo November 8, 2018 Page 3

Material Type	Estimated Quantity	Estimated Unit Cost	Total Estimated Cost
Abatement of cove base and adhesive (assumed via manufacturer's statement, material is not asbestos containing, will perform confirmatory testing for ACM)	500 LF	\$5/LF	\$2,500.00
Sheetrock and joint compound (based on 1 foot x perimeter of the rooms) (data gap-not tested in this area, will perform confirmatory testing for ACM)	500 SF	\$8/SF	\$4,000.00
Abatement of Pipe Insulation and mudded fittings (assumed ACM, will perform confirmatory testing for ACM)	100 LF	\$18/LF	\$1,800.00
		Subtotal	\$68,200.00
~10% Contingency			\$6,820.00
		Total	\$75,020.00

If you have any questions, please do not hesitate to contact me at (860) 646-2469, ext. 5396. Thank you for this opportunity to have served your environmental needs.

Sincerely,

Helen Rimsa Senior Scientist

Helen Rimsa

HR/kr





January 18, 2021

Mr. Vito Esparo **Facilities Manager** Woodbridge School District 40 Beecher Rd Woodbridge, Connecticut 06525

RE: 40 Beecher Rd

Woodbridge, CT 06525

Dear Mr. Vito Esparo,

ACV Enviro is pleased to provide you with this quotation for the services outlined below in the Scope of Work. We pride ourselves on being responsive and delivering a quality service; We appreciate being considered for this opportunity. Upon your review, if there are any changes to the Scope of Work, or if additional services are required, we would be pleased to discuss any additional needs you may have.

Quote is based on estimated work date: 02/08/2021 - 02/11/2021

#### **SCOPE OF WORK**

ACV Enviro will provide all labor, equipment and materials to remove the 10,000-gallon underground storage tank located at Beecher School in Woodbridge, CT. The scope of work will include the following:

- ACV will notify CBYD
- The tank will be vacuumed of all remaining product
- The concrete cover will be removed and transported for recycling
- The tank will be uncovered, cut open and thoroughly cleaned
- ACV will remove the tank from the ground and transport for disposal
- Personnel will assist with the collection of closure samples
- The excavation will be backfilled to a rough grade
- The site will be cleaned and all equipment removed
- ACV will assist with closure of the tank with the State of Connecticut

		EST.	UOM			<b>EXTENDED</b>
LABOR AND EQUIPMENT		QTY.	QTY.	UOM	<b>UNIT PRICE</b>	PRICE
Foreman	Reg	1.00	4.00	DAY	\$550.00	\$2,200.00
Equipment Operator	Reg	2.00	4.00	DAY	\$575.00	\$4,600.00
Field Technician	Reg	1.00	4.00	DAY	\$450.00	\$1,800.00
Vacuum Truck, Straight		1.00	10.00	HR	\$50.00	\$500.00
Roll Off Straight Truck		1.00	4.00	DAY	\$575.00	\$2,300.00
Tractor Only, No Trailer		1.00	8.00	HR	\$50.00	\$400.00
Lowbed Trailer		1.00	8.00	HR	\$25.00	\$200.00
Excavator, 20-30 Ton		1.00	4.00	DAY	\$800.00	\$3,200.00









Quote-CT103063

Subtotal: \$15,200.00

> Tax: \$0.00

Total: \$15,200.00

	ESTIMATED			EXTENDED
MATERIALS	QUANTITY	UOM	UNIT PRICE	PRICE
Screened Fill	80.00	TON	\$17.50	\$1,400.00
			Subtotal:	\$1,400.00
			Tax:	\$0.00
			Total:	\$1,400.00
COST PLUS MATERIALS, EQUIPMENT AND	ESTIMATED			EXTENDED
SERVICES	QUANTITY	UOM	UNIT PRICE	PRICE
State closure	1.00		\$5,000.00	\$5,000.00
			Subtotal:	\$5,000.00
			Tax:	\$0.00
			Total:	\$5,000.00
	ESTIMATED			EXTENDED
DISPOSAL	QUANTITY	UOM	UNIT PRICE	PRICE
#2 Oil/Water - Bulk	2,000.00	GAL	\$0.69	\$1,380.00
Manifest Fee	1.00	EA	\$25.00	\$25.00
			Subtotal:	\$1,405.00
			Tax:	\$0.00
			Total:	\$1,405.00
			Subtotal:	\$23,005.00
			Tax:	\$0.00
		F	uel Surcharge:	\$1,152.00
		FOTIN	MATED TOTAL:	\$24,157.00

#### **ASSUMPTIONS & CONTINGENCIES**

- ACV Enviro is not responsible for disconnecting any electrical inside the building
- Pricing is based on flushing and plugging the lines in between the tank and the building.
- ACV Enviro will have free and easy access to the work area.
- Pricing is based on work being completed during normal business hours Monday Friday.
- · Any expendables used are charged in accordance with ACV Enviro's current expendable price list.
- Applicable local, state, federal, transporter and/or other applicable taxes or fees will be added to the invoice.









- All labor, vehicle and equipment charges are billed on a portal-to-portal basis, including time to analyze and off-load the waste at the disposal facility. Overtime rates will apply for hours worked over 8 hours in a day, all hours before 7:00 am, after 3:30 pm, on weekdays and all day Saturday. Double time rates apply for hours worked on Sunday and Holiday.
- Disposal pricing is based on profile and analytical review and acceptance.

#### **TERMS & CONDITIONS**

Except where superseded by an existing service agreement between customer and an ACV entity, the terms and conditions below apply to this quoted business proposal.

- This quoted estimate is provided based upon information provided by or gathered at customer's location. Any deviations from this quotation will be invoiced based upon actual labor, materials, and/or disposal services provided by ACV and will be billed at a time and materials basis.
- A manifest fee of \$25.00 per manifest will be added to each invoice. Any additional fees from disposal facilities are charged at invoice cost plus 30%.
- Net due 30 days with prior credit approval unless modified by executed purchase order or contract. Finance charges of one and one half (1.5) percent per month will be due on payments past due after thirty days from date of invoice.
- Applicable Taxes, including local, state and federal taxes and/ or fees are not included in the quoted rates and will be applied to each invoice as applicable.
- Due to uncontrollable fluctuating fuel costs a fuel surcharge will be billed only on equipment that requires fuel and all transportation charges, based on the Department of Energy on Highway Diesel Fuel Prices (National Average). Please ask ACV representative for current rate at time of work.
- Client is responsible for time, material, and disposal charges to decontaminate utilized equipment if necessary. Said charges will be at ACV standard T&M rates and disposal cost plus 30%.
- In the event legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees and agrees to the laws, jurisdiction, and venue of the state of New Jersey.
- This Quotation is valid for 30 days. Pricing is based on the current market capacity, conditions, and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects our pricing, this guotation is subject to change.
- Unless superseded by a fully executed agreement with terms that conflict, additional terms & conditions located at https://www.acvenviro.com/terms-and-conditions/ are hereby incorporated by reference and are agreed to and acknowledged by customer.

ACV Enviro appreciates the opportunity to work for you. We sincerely look forward to performing this project. Should you have any questions, please do not hesitate to call me directly at 203-384-6020.

Page 3 of 4









#### PROPOSAL ACCEPTANCE

This quote, including terms & conditions is satisfactory and hereby accepted. I am commissioning this work as an authorized representative of Woodbridge School District. Payment will be made as outlined in this proposal. My signature denotes a legal and binding contract. Woodbridge School District agrees to the above terms and conditions and assumes full responsibility for all off-specification surcharges, payment collection actions, and associated fees.

Customer Signature	Date
Customer Print Name	Purchase Order No.
Tim Firla	01/18/2021
	01/18/2021
ACV Enviro Representative	Date

IF THIS QUOTATION IS ACCEPTABLE, PLEASE EXECUTE AND RETURN THE PROPOSAL ACCEPTANCE SECTION.







## Bob Marek & Sons, LLC Complete Septic Service Excavation and Paving

172 Beacon Road Bethany, CT 06524

Office Phone: (203)393-8982- (203)393-0681 Cell Phones: Bob-(203)507-9580 Nick- (203)645-9070

PROPOSAL SUBMITTED TO: Beecher Road Elementary school		PHONE	DATE:2/22/2021
STREET 40 Beecher Road		JOB NAME	
CITY, STATE AND ZIP CODE Woodbridge, CT 06525		JOB LOCATION: Same	9
architect N/A	DATE OF PLANS	Att: Vito Esparo	JOB PHONE

#### We hereby submit specifications and estimates for:

Subject: 10,000-Gal U.S.T Removal

- 1. Excavate for removal of 10,000-Gal underground heating oil tank.
- 2. Pump out approx. 2000 gallons of heating oil.
- 3. Wash out and clean tank.

will be made as outlined above.

Signature

- 4. Remove tank from ground and dispose.
- 5. Take 4 soil samples from tank grave.
- 6. Backfill with approx. 65 tons of clean fill material.
- 7. Remove and dispose of concrete pad.
- 8. Grade, seed, and hay affected area.
- 9. Included all analytical reports, and closure reports.

Does not include if water in tank, if water is in tank it will be extra charge for disposal of \$.75 per gallon.

We propose hereby to furnish material and labor- complete in accordance with the above specifications for the sum of \$16,000.00
Any alteration or deviation from above specifications involving extra cost will become an extra charge over and above the estimate.
All agreements contingent upon strikes, accidents, or delay beyond our control.
Expenses incurred because of unusual or unanticipated conditions will be paid by the owner including but not limited to:
Blasting, LEDGE, disposing of contaminated material, rock, debris, water, unsuitable backfill material etc.
Extra loam if required as well as seeding and hay if not specified above.
Respectfully submitted:
Note: the proposal may be withdrawn if not accepted within 15 Days
Acceptance of Proposal

Any failure to make payment when due is subject to a claim enforced against the property in accordance with the applicable lein laws. Overdue accounts subject to late charges together with all costs of collection including attorney fees and court costs.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payments

Date of Acceptance \_

Print Name



September 22, 2021

Richard Huot Interim Business Manager of Operations Woodbridge School District 40 Beecher Road - South Woodbridge, CT

RE: Agreement for Civil Engineering Services

Beecher Road Elementary School – Site Drainage Improvements
40 Beecher Road, Woodbridge, CT, 06525

Fuss & O'Neill Reference No. 20091309.S10

Dear Richard Huot,

Fuss & O'Neill, Inc. is pleased to submit this agreement for consulting services for site drainage improvements at the existing Beecher Road Elementary School located in Woodbridge, CT. The scope of services proposed assumes that our firm will provide Site/Civil Engineering services to support you through the planning, design, permitting, bidding, and construction phases of this project.

#### **Project Understanding**

Fuss & O'Neill has prepared this agreement based upon our site visit and meeting with you on August 26, 2021 and follow up email correspondence. The following is our understanding of the Beecher Road Elementary School – Site Drainage Improvements Project:

- The approximately 40 acres site is currently occupied by the elementary school, the Board
  of Education (BoE) office building, with associated parking, athletic fields, playgrounds,
  tennis courts, and paved walks.
- The school and BoE buildings are connected to each other and are experiencing several
  areas of exterior drainage issues. The drainage issues are causing damage to the building
  and water leaks/ seepage through doors and into sub-surface level classrooms, offices, and
  gymnasium.
- No changes are proposed to the buildings and associated amenities other than the improvements necessary to address the drainage issues.

56 Quarry Road Trumbull, CT 06611 t 203.374.3748 800.286.2469 f 203.374.4391

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Massachusetts
New Hampshire
Rhode Island

Vermont



- The main areas of concerns and the focus of this Project's site drainage improvements are within the following five (5) main areas:
  - 1. Western rear hill and courtyard near the nurse's office and special service office entrance.
  - 2. Southern art room entry, north of the gymnasium.
  - 3. North-western wing entries near the existing bioswale.
  - 4. Northern preschool / kindergarten class entries near the existing playground.
  - 5. Eastern courtyard entries along the main corridor between the south gymnasium and the rotunda.

#### **Scope of Services**

The specific services to be provided in connection with this authorization are broken out by task and described in detail below.

#### Phase I:

Task 110- Planning and Schematic Design

The objective of the Planning and Schematic Design phase is to develop an acceptable concept by exploring possible design solutions with the client's team and vetting these concepts through an analysis of physical site and storm infrastructure constraints.

Working in a collaborative manner with Richard Huot and the BoE of the Beecher Elementary School, Fuss & O'Neill will prepare preliminary site improvement plans that will illustrate layout, rough grading, and conceptual drainage improvements for the site to communicate the design intent. Conceptual designs developed during this phase will be at par with sustainable design practices and best management design to improve the current drainage conditions on-site and reduce downstream, off-site impacts. We will use readily available mapping and imagery as the base of our conceptual design. We have included a site visit to verify existing conditions.

During this phase, we anticipate preparation and review of conceptual design for the five (5) areas of concern identified within the Project Understanding. Each of the areas of concerns will be presented in a manner that will allow for review of the impacts of each area separately.

Time is budgeted under the Meetings task for Fuss & O'Neill to review these plans with Richard Huot and the BoE, and conduct a field review of the proposed improvements. We will then perform minor revisions to the conceptual designs in order to address preliminary comments. The planning and schematic design phase will end with your and the Facilities Committee of the BoE approval of the conceptual improvements, upon which the design and preparation of construction documents will proceed.



#### Task 120 - Construction Documents

We will complete the design and prepare construction documents by making necessary revisions, and adding details required for the Town Departments review process, cost estimating, bidding, and for construction purposes.

We will prepare technical specifications (in Construction Specifications Institute format) and conduct an internal constructability review for our facets of the work. We will provide drawings and specifications for inclusion in the bid packages and contract documents. The plans and reports prepared during the Construction Documents phase will be signed and sealed by a Connecticut-licensed professional engineer.

Each of the five (5) areas of concerns will be presented on the Construction Documents in manner that will allow for review, bidding, and construction of each area separately.

The following technical plans will be developed:

- Site Preparation and Erosion and Sedimentation Control Plan Special attention will be paid to existing features and vegetation to preserve, to the greatest extent possible, the natural character of the site. Erosion and sedimentation controls, construction sequence, and associated details will be provided as required by the local regulatory authority and in accordance with the Connecticut Department of Energy and Environmental Protection (CT DEEP) 2002 Connecticut Guidelines for Soil Erosion and Sediment Control as well as the CT DEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities.
- Site Improvements Plan We will prepare this plan to depict proposed features that will be visible after construction. These features include, but are not limited to, road and walk pavement improvements, vegetation improvements, manholes, basins and other existing features set to remain. As required, dimensions will be added to the Site Improvements Plan to specify key measurements.

We will show grading improvements and are sensitive to the fact that earthwork can be expensive and that excessive cuts can result in ground water problems or encountering rock or ledge. We will work with you to find the optimal grading perimeters for the project to balance cost concerns with functional and aesthetic requirements.

This plan will also include the proposed stormwater management system for the facility, which will detail piping and associated stormwater structures (e.g., catch basins, manholes, yard drains, etc.) as well as the stormwater management systems that may be needed to



treat stormwater and detain peak flows if necessary. To the extent possible, Low Impact Development (LID) strategies will be incorporated.

• Construction Details – Erosion control, stormwater, pavement and other site details will be included in the plan set to supplement the plans described above. Where appropriate, call outs and notes will be added to the details to specify select technical information.

We will prepare a Stormwater Management Report as described below:

We will complete the necessary design calculations required to prepare a Stormwater Management Report that will assess pre-and post-development conditions with respect to storm drainage. Proposed improvements could alter the time of concentration of the existing watersheds. Therefore, we anticipate this report will be required by the Town Engineering Department to verify the rate of post-development runoff leaving the site and minimize off-site impacts downstream of the drainage system. This report will be prepared using all currently available mapping and we assume that no additional survey or map preparation is required at this time.

This report will conform to the minimum criteria established in the Town of Woodbridge regulations as well as the CTDEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. In order to understand the full impacts of this project, the Stormwater Management Report will be prepared to review the impacts from all five (5) areas of concerns as a whole project. Particular attention must be paid to the following:

- Stormwater Quality Adequate Best Management Practices (BMPs) must be employed in conformance with the CT DEEP 2004 Connecticut Stormwater Quality Manual so that stormwater quality is not significantly degraded by development activities.
- Stormwater Quantity Both existing and proposed conditions will be modeled and compared using the HydroCAD© computer program. This program uses the Rational Method or the Soil Conservation Service (SCS) curve number method to develop hydrographs that can compare pre- and post-development conditions. We will also analyze the proposed storm drainage system to verify that it is sufficient to convey the design storm. Customized drainage solutions may include storm water infiltration swales and rain gardens.

Upon completion of the Town Department Review task and after all comments have been addressed, we will prepare bid documents of our plans, specifications, and special conditions to include in the bid package. We will also prepare an engineer's opinion of cost for comparison to bidders estimate. The engineer's opinion of cost will be based upon CT-DOT's latest published estimating guidelines and item list.



Task 130 – Town Department Review

We will work with you and the BoE by providing drawings and information in support of Town of Woodbridge review and approval of this project. We anticipate coordination the review of this project with the following entities:

- Facilities Committee of the BoE
- Public Works / Engineering Department

Specific activities that we anticipate providing include:

- Preparing presentation materials for meetings.
- Responding to staff comments and performing revisions to the plans to facilitate approval in order to proceed with the bidding process.

We have included one (1) round of revisions to address reasonable comments from the Town of Woodbridge staff. Ten (10) hours have been budgeted for this effort. Depending on the magnitude of the revisions required by the regulatory authorities and the level of our involvement in the process, revisions to the fee may be required

We assume applications and submissions to the Building Department, Inland Wetlands Agency, and Town Plan & Zoning Departments are not required for this project. An amendment to this agreement will be provided should they become necessary.

Task 140 – Meetings

We will attend field review meetings, Facilities Committee of the BoE meetings, and meetings with town staff as required to coordinate the design of the project. Since it is difficult at this time to determine how many meetings we will need to attend, we recommend that this work be billed on an hourly basis in accordance with the current rate schedule.

We anticipate the following meetings and have included them in our fee estimate:

Field Review Meeting/ Site Visit: 1
Review Meetings with Operations Dept (virtual): 3
BoE Facilities Committee Meeting: 2
Public Works/ Engineering Meetings: 2



#### Phase II:

Task 210 - Bid Assistance

Fuss & O'Neill will provide the following Bid Assistance services for the project:

- We will attend up to five (5) pre-bid meetings/site walks, should the school prefer to bid the five (5) areas of concern separately.
- We will answer questions from bidders and provide technical information for inclusion in addenda. Ten (10) hours have been budgeted for this effort.
- We will review and comment on bids and assist with the bid award process. Ten (10) hours have been budgeted for this effort.

A budget fee estimate is also provided for the scenario with only one (1) pre-bid meeting to cover all areas of work. We assume that the Town is responsible for bid advertising and soliciting potential bidders.

#### Phase III:

Task 310 – Construction Oversight

We anticipate the following Construction Oversight services will be required:

- Attend up to five (5) pre-construction meetings.
- Provide full-time inspection of daily construction activities performed by the BoE's awarded Contractor. The hours budgeted for this task will be based on the contractor's schedule.
- Review contractor submittals (e.g., schedule of values, product data, etc.).
- Review and prepare responses to Requests for Information (RFIs).
- Review field testing results.
- Prepare required Construction Change Directives based on responses to RFIs, and review resulting contractor Change Orders (as necessary).
- Review contractor applications for payment.
- Conduct a Substantial Completion site walk and prepare a punch list of items to be completed by the contractor.
- Conduct a Final Inspection of the work and complete close-out documentation.

Note that budget to prepare final as-built or record drawings is not included in this agreement.

Once an actual construction schedule is developed, an amendment to this agreement will be provided for Construction Oversight to match the contractor's schedule.



#### Staffing:

Most of the anticipated construction inspection, engineering and administrative activities can be handled by an experienced Chief Inspector. As part of standard procedures for construction operations, the Chief Inspector would contact the School's contacts first thing every morning to briefly discuss construction activities for the day and discuss staffing and testing requirements and any other items of importance. This is usually less than a fifteen minute discussion but is very valuable from a management and quality assurance standpoint. The Chief Inspector will be responsible for reviewing project records, quantity calculations, and other documents needed to ensure completeness and consistency with the project specifications and local regulations. In addition, Chief Inspector will keep the school staff apprised of all project issues. Any requested engineering assistance, beyond the inspection needs, would be directed by the Chief Inspector as well.

The hours budgeted for this task will be based on the contractor's schedule. For the purposes of this estimate, fees are provided for an assumed twenty (20) days of full-time construction oversight, and for an assumed (40) days of full-time construction oversight. Any additional full-time, part-time, or sub-inspector time beyond the budgeted days will only be provided with approval of the Town, and with a supplemental agreement for additional oversight to observe construction operations.

We recommend that this work be billed on an hourly basis in accordance with the current rate schedule.

We assume it is the contractor's responsibility to retain a materials testing company for sampling and on-site testing, in the event that it is deemed necessary.

#### **Assumptions**

- A. Boundary and topographic survey mapping is not included in this agreement. If surveying work is required, it will be provided under a separate agreement.
- B. Available base mapping from the Building Department, Board of Education, etc. will be provided to us.
- C. Unrestricted access will be granted to all areas required to perform the scope of work outlined above.



- D. Improvements to additional utilities beyond drainage infrastructure, is not included in this agreement. If significant utility rework is needed to make the drainage improvements, an amendment to this agreement will be provided at that time.
- E. No warranty, or guarantee, is expressed or implied concerning the granting of permits or approvals required for this project. In addition, Fuss & O'Neill has no control over the timelines for review and action by regulatory agencies.
- F. Permit application fees, plan review fees, and other fees required by the reviewing agencies are not included in this agreement.
- G. Your attorney or staff is responsible to prepare and distribute public notices to adjacent landowners and the local newspaper, if it becomes necessary.
- H. No local, state, or federal wetlands involvement/application is anticipated. If downstream outfall repairs involve wetland work an amendment to this agreement will be provided.
- I. This project will disturb less than five (5) acres, and therefore review through the State CTDEEP will not be required.
- J. The cost to survey, analyze, and inspect off-site drainage systems is not included in this agreement. If this is required by the Town an amendment to this agreement will be provided when the scope can be more clearly defined.
- K. No off-site improvements are included in this agreement.
- L. Soil management of polluted soils is not included in this agreement. If polluted soils are encountered, an amendment to this agreement will be provided for additional environmental services and preparation of a soil management plan.



#### **Schedule**

We prepared this agreement with the assumption that Phase I services are to be completed prior to the end of the 2021 calendar year, and Phase II and Phase III services will begin in the Spring of 2022.

#### **Fees**

We propose a budget be established for professional services in support of this effort as outlined below. Lump sum tasks will be billed monthly as a percentage complete while the hourly tasks will be billed on a time and materials basis and the budget would not be exceeded without expressed authorization.

Task	Basis	Estima	ted Fees
Phase I			
110 Planning and Schematic Design	Lump Sum	\$ 1	5,000
120 Construction Documents	Lump Sum	\$ 3	0,000
130 Town Department Review	Hourly	\$ 6,000	
140 Meetings	Hourly	\$ 7,000	
	TOTAL	\$ 5	8,000
Phase II		Low End - 1 Bid	High End - 5 Bids
210 Bid Assistance	Hourly	\$ 4,500	\$ 6,000
Phase III		20 Days	40 Days
310 Construction Oversight	Hourly	\$ 25,000	\$ 50,000

Direct costs for mileage and printing will be billed at cost and will be reimbursed by the Woodbridge School District as part of this agreement. We suggest a budget of \$700 for direct costs.

Hourly and additional services outside the final scope of services will be provided according to the current Rate Schedule in effect at the time services are provided. The Rate Schedule may be revised annually in January. A current copy is attached.



#### **General Terms and Conditions**

The attached General Terms and Conditions will apply to the services described above.

Schedules and fees included herein are based on authorization within 30 days of the date of this agreement. Fees and schedules may have to be revised if authorization is not received within this time period.

We appreciate the opportunity to submit this agreement to you and look forward to working with you on this project. Please contact either of the undersigned if you have any questions regarding this agreement.

Your execution and return of this agreement constitutes your authorization for Fuss & O'Neill to proceed with the above described services in accordance with the attached "General Terms and Conditions".

Sincerely,

Vincenzo Chiaravalloti, PE

Senior Civil Engineer

Joseph E. Lenahan III, PE, LEED AP

Senior Project Manager

Attachments: Authorization to Proceed

General Terms and Conditions

**Current Rate Schedule** 

#### **Authorization to Proceed**

Joseph E. Lenahan III, PE, LEED AP Senior Project Manager Fuss & O'Neill 56 Quarry Road Trumbull, CT 06611 jlenahan@fando.com

RE: Agreement for Civil Engineering Services
Beecher Road Elementary School – Site Drainage Improvements
40 Beecher Road, Woodbridge, CT, 06525
Fuss & O'Neill Reference No. 20091309.S10

Dear Mr. Lenahan:

I hereby authorize Fuss the General Terms and	•		• •	ccordance with
Printed Name			Date	
Signature			Title	
*Submit invoice as follows (	one →):	Mail	Email	Online
Billing Contact:	Name:			•
	Address:			
	Phone/Email:			
Accounts Payable Contact:	Name:			
	Address:			
	Phone/Email:			
Purchase Order Number:				

<sup>\*</sup> Indicate address, email address and website link if different than already provided.



#### **GENERAL TERMS AND CONDITIONS**

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Woodbridge School District (Client) and Fuss & O'Neill, Inc. (Consultant) dated 9/22/2021 in respect of the Project described therein.

#### 1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal or governmental information concerning environmental, atmospheric and geotechnical conditions and developments. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

#### 2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

## 3.0 CLIENT'S RESPONSIBILITIES Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work.
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

#### 4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to



be suitable for reuse by Client, including extensions of the Project or on any other project;, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

#### 5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, quarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

#### 6.0 SUCCESSORS AND ASSIGNS

- Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.
- 6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.



#### 7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Connecticut

#### 8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

#### 9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

#### 10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with



respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim. loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

#### 11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

#### 12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly

disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

#### 13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project. unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

#### 14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box

\\Private\Dfs\Projectdata\P2009\1309\S10\Proposal\FO-01A Standard General Terms And Conditions - Inc.DocxRevised June 2021 Page 4 of 6



412889, Boston, MA 02241-2889 or by EFT/ACH transfer to Bank of America, Account 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

#### 15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

#### 16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the State of Connecticut.

#### 17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it. actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

#### 18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

## 19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

#### 20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the



Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall reauest that all of subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

## 21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

#### 22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

#### 23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the

nature of the alleged negligent defect, fault, error, non- compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non- compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

## 24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

## 25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.



#### 2021 BILLING RATE SCHEDULE

LABOR CATEGORY	HOUR	LY RATE
Researcher, Clerical	\$	82
Project Accountant	\$	93
CAD, Survey, Technician I	\$	98
CAD, Survey, Technician II	\$	103
CAD, Survey, Technician III	\$	108
Engineer, Scientist, Analyst I	\$	118
Engineer, Scientist, Analyst II	\$	129
Engineer, Scientist, Analyst III	\$	144
Senior Engineer, Scientist, Analyst I	\$	160
Senior Engineer, Scientist, Analyst II	\$	175
Senior Engineer, Scientist, Analyst III	\$	190
Associate	\$	200
Officer	\$	205
Senior Officer	\$	205

#### DIRECT CHARGE SCHEDULE

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	\$100/day plus \$0.35/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	\$0.065/page
Color Copy/Print	\$0.40/page
Electrostatic Copy/Print	\$0.25/Sq.Ft.
Inkjet Plotter Monochrome	\$0.25/Sq.Ft.
Color Plotting	\$1.00/Sq.Ft.
Inkjet Mylar	\$2.50/Sq.Ft.
Binding Materials	At Cost
Payment Processing (e.g. debit or credit card)	3% fee



#### 2021 FIELD EQUIPMENT RATE SCHEDULE

FIELD EQUIPMENT	DAILY (unless other		
Air Sampling Pumps	\$	15	
All Terrain Vehicle	\$	100	
Bladder Pumps	\$	25	
Boat	\$	50	
Combustible Gas Indicator (CGI)	\$	110	
Concrete Coring Machine	\$ :	250	
Cone Penetrometer	\$	25	
Dissolved Oxygen/Temp/pH Meter (YSI-30)	\$	15	
Generators	\$	50	
Hammer Drill	\$	50	
Hand Auger	\$	25	
Hydrogen Sulfide Sensor & Data Logger	\$ :	206	per week
IAQ Meter	\$	80	
Interface Probe	\$	25	
Infiltrometer	\$	25	
Low Flow Controller	\$	50	
Metal Detector	\$	25	
Moisture Meter	\$	80	
Mold Air Pump	\$	15	
Multimeters (YSI-600)	\$	85	
Confined Space Meter (Multi-Gas Meter)	\$	50	
Particulate Monitor	\$	155	
Peristaltic Pumps	\$	20	
Petro Flag Sample	\$	25	
Photoionization Detector (OVM/PID)	\$	75	
Soil Gas Sampling Equipment	\$	100	
Soil/Sediment VOC Supplies (Terra Core)	\$	2	per sample
Soil/Sediment SPLP/TCLP Supplies (Encore)	\$	10	per sample
Soil Vapor Extraction (SVE) Pilot Test Equipment		260	
Survey Levels	\$	30	
Survey GPS Submeter Receiver	\$	50	
Survey GPS VRS Subcentimeter		100	
Survey Robotic Total Station		100	
Total Organic Vapor Analyzer	\$	65	
Tracer Dye Flow Dilution Equipment	\$ 1,		
Transit Time Flowmeter			per day
			per week
			per month
Turbidity Meters	\$	15	
Water Level Indicator	\$	15	
XRF	\$ .	250	

#### SILVER / PETRUCELLI + ASSOCIATES

Architects / Engineers / Interior Designers 3190 Whitney Avenue, Hamden, CT 06518-2340 Tel: 203 230 9007 Fax: 203 230 8247 silverpetrucelli.com



September 28, 2021

Richard A. Huot Interim Director of Business & Operations Woodbridge Public Schools Beecher Road School South 40 Beecher Road Woodbridge, CT 06525

RE: A/E Services Proposal: Pre-Design thru Construction Administration Roofing Replacement for Beecher Road School Roof Replacement Wings K and D

#### Dear Dick:

With reference to our recent discussions, we are pleased to submit this proposal to assist the Town of Woodbridge Public Schools with the roof replacement to the K and D Wings of Beecher School. In 2002, we designed the roof replacement for the south school. Based on our understanding of similar roof replacement projects that we have completed in the past 30 years, our knowledge of the existing building and our familiarity with your review and approval process, we believe the following services are necessary to complete this project.

#### **BASIC SERVICES**

#### Phase I – Construction Documents

- Our efforts to date, was to assist in the funding allocations, such as attending the
  virtual Board of Education meeting and provide documentation for the OSCG&R.
  We also prepare a structural code modification, if required. We begin our field
  work and input the entire school into our cad system, using base information we
  already have on file.
- 2. We will reaffirm field conditions by investigating the existing conditions, including the structure, roof penetrations and other special conditions, especially roof plane changes. We will continue to utilize the existing condition documents from District files that will be made available.

- 3. We will continue to evaluate the roof exterior waterproofing system design, evaluating the perimeter flashing details and roof membrane, particularly its appropriateness for the quantity of penetrations, roof accessibility and roof level changes present on the roofs.
- 4. We will coordinate with your hazardous materials consultant, who should arrange to obtain any supplemental roof samples and test them to determine presence of asbestos or PCB containing materials which will affect the project scope and budget should they be present.
- 5. We will prepare construction documents, including plans, sections, details, schedules, and specifications, suitable for competitive bidding and per standards established by the District.
- 6. Once the construction documents have been quality reviewed in our office, we will issue the 95% complete drawings to you for review distribution and comment.

#### Phase II - Bid Services

- 1. After coordinating the bid documents with the Town's purchasing department and PDF'ing them for electronic distribution, we will assist the Town during the bid period by responding to contractor's inquiries and requests for additional information or approval of material substitutions.
- 2. Addenda will be prepared as required to clarify the scope of the work and specifications of material, products and the execution of the work.
- 3. We will attend and assist with the pre-bid meeting with the contractors but, as with past projects, you won't need us to attend the bid opening session.
- 4. We will review the bid proposals faxed/emailed to our office, checking the contractors' references and work experience, as well as verifying the completeness of the bid submissions.
- 5. If requested, we will submit our recommendation for award of the contract.
- 6. Well within 6 months of the bidding for the project, we will coordinate any addendum review with the SCG. This requires that we prepare a summary of the addenda and the reason for it (them), attending a zoom meeting with the SCG if necessary and working to win reimbursement approval.

#### Phase III - Construction Administration

1. We will tailor our construction administration services as required to provide the full range of services requested in the Request for Proposals.

Pre-construction coordination/kickoff meeting

Shop drawing review

Design modifications and sketch preparation

Requisition review and approval

Contract interpretation and response to inquiries

Periodic site visits (8-10) to assure general conformity.

Change order review

Punchlist and contract closeout

- 2. We will attend the construction kickoff meeting with the construction contractor and conduct periodic site visits (assuming an active 10-week construction schedule over the summer 2022), to review the contractor's work + installation, preparing reports of the quality + workmanship for your review.
- 3. We will conduct punch list/final observation visits to determine that the work is complete and in compliance with the contract documents. We will transpose the contractor's as-built markups onto the CAD data files and share the disk with you. We will also assist you in closing out the project with the SCG, completing certifications and the final ineligible cost worksheet.

#### **SERVICES NOT INCLUDED**

We are capable of providing a wide range of additional services should you require the assistance, or should the project scope be revised.

- 1. Environmental testing, design, and construction administration/monitoring services (by District)
- 2. Printing of Bid or Permit Sets
- 3. One-year site visit warranty checks and observations
- 4. Re-design, re-engineering, or replacement of existing rooftop HVAC equipment (we will remove and reset all roof top equipment)
- 5. Solar Photovoltaic Electrical
- 6. Structural Design Services

#### COMPENSATION

For the services described above, we propose a fixed fee as follows:

Construction Document Phase	\$ 11,400
Bid Services Phase	2,200
Construction Administration Phase	 7,200
Total Fee:	\$ 20,800

We appreciate this opportunity to work with you and WPS again and please do not hesitate to contact me with any questions regarding this matter.

Sincerely,

David J. Stein, AIA

Principal



PROPOSAL NUMBER

16573-1

JOB NAME AND ADDRESS

Woodbridge school District 40 Beecher Rd Woodbridge, CT 06525

**CLIENT** 

Woodbridge school District 40 Beecher Rd Woodbridge, CT 06525

CONTACT

(203) 996-3493 vesparo@woodbridgeps.org Vito Esparo

# PROJECT PROPOSAL

11/19/2020

ADDRESS
PO BOX 571
BETHLEHEM, CT
06751

**TELEPHONE** (860) 480-0187 direct 203-560-6716 office

SALESPERSON
TIM LUDDY
EMAIL
TIM@THESAMBROOKGROUP.COM



## **PROPOSAL**

Dear Vito Esparo,

Thank you for the opportunity to provide you with a proposal. Per your request, we propose to supply the following:

- Labor
- Materials
- Equipment

Our crews are thoroughly trained using the latest industry standard procedures. You can rest assured knowing our professionals have performed your service correctly, in a timely manner and on budget.

www.ctsealcoating.net



### **PROPOSAL**

#### REMOVE AND REPLACE PAVEMENT / ALL SIDEWALKS AND AREAS DEPICTED ON SITE MAP

#### Install 37777 square feet to a depth of 3 inches

- This work is performed by removing spoils as needed.
- Process gravel will be installed and compacted as needed.
- Three(3) inches of asphalt will be installed and compacted.
- Excluded is responsibility for ponding water or poor drainage in areas where grade is less than 2%.
- Customer is responsible for back fill.

Price: \$138,200.00

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:

\$138,200.00



#### **AGREEMENT**

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the following material costs and published indexes:

Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

Connecticut Sealcoating LLC proposes to furnish material and labor to perform the work outlined herein for the sum of:

#### \$138,200.00, ONE HUNDRED THIRTY-EIGHT THOUSAND, TWO HUNDRED DOLLARS AND ZERO CENTS

Payment is to be made as follows: • 30% upon acceptance •Balance upon completion

\*\*Sales tax will be added in final invoice where its applicable

This proposal is valid for thirty (30) days from the date written above.

The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for return of the original documents to us.

#### Please visit our website www.ctsealcoating.net to view photos of our quality work.

Sincerely,		
Connecticut Sealcoating LLC Tim Luddy tim@thesambrookgroup.com Cell: (860) 480-0187		
Accepted: The above proposed terms and condition accepted. Connecticut Sealcoating LLC is hereby		
Purchaser:	Title:	
Print Name:	Date:	



#### **TERMS**

## & CONDITIONS

- These Terms and Conditions are by and between {Connecticut Sealcoating LLC} (hereinafter referred to as the "Contractor"), and the front-side "Purchaser", (hereinafter referred to as the "Purchaser").
- · All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. Drainage is not guaranteed on areas having less than 2% grade.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor thirty percent (30%) of total contract price.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices upon receipt of the invoice. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 30 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- · Although contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, milled or sealed. Unless otherwise noted, total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor up to \$1000.00 for each additional move-in. Damage to vehicles left on the work site is the responsibility of the Purchaser.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay in full that day.



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PROPOSAL NUMBER

16573-1

JOB NAME AND ADDRESS

Woodbridge school District 40 Beecher Rd Woodbridge, CT, 06525

**CLIENT** 

Woodbridge school District 40 Beecher Rd Woodbridge, CT

CONTACT

(203) 996-3493 vesparo@woodbridgeps.org Vito Esparo

# PROJECT PROPOSAL

3/10/2021

ADDRESS
PO BOX 571
BETHLEHEM, CT
06751

**TELEPHONE** (860) 480-0187 direct 203-560-6716 office

**EMAIL** 

COMPANY: SCOTT@THESAMBROOKGROUP.COM



## **PROPOSAL**

Dear Vito Esparo,

Thank you for the opportunity to provide you with a proposal. Per your request, we propose to supply the following:

- Labor
- Materials
- Equipment

Our crews are thoroughly trained using the latest industry standard procedures. You can rest assured knowing our professionals have performed your service correctly, in a timely manner and on budget.

www.ctsealcoating.net



## **PROPOSAL**

#### REMOVE AND REPLACE PAVEMENT

#### Install 28336 square feet to a depth of 3 inches

- This work is performed by removing spoils as needed.
- Process gravel will be installed and compacted as needed.
- Three(3) inches of asphalt will be installed and compacted.
- Excluded is responsibility for ponding water or poor drainage in areas where grade is less than 2%.
- Customer is responsible for back fill.

Price: \$92,092.00

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED: \$92,092.00



## **AGREEMENT**

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the following material costs and published indexes:

Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

Connecticut Sealcoating LLC proposes to furnish material and labor to perform the work outlined herein for the sum of:

#### \$92,092.00, NINETY-TWO THOUSAND, NINETY-TWO DOLLARS AND ZERO CENTS

Payment is to be made as follows: • 30% upon acceptance •Balance upon completion \*\*Sales tax will be added in final invoice where its applicable

This proposal is valid for thirty (30) days from the date written above.

The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.

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#### Please visit our website www.ctsealcoating.net to view photos of our quality work.

Sincerely,	
Connecticut Sealcoating LLC Fim Luddy im@thesambrookgroup.com Cell: (860) 480-0187	
Accepted: The above proposed terms and condition accepted. Connecticut Sealcoating LLC is hereby	ns, including price and payment terms are satisfactory and hereby authorized to proceed with the work specified.
Purchaser:	Title:
Print Name:	Date:



## TERMS & CONDITIONS

- These Terms and Conditions are by and between {Connecticut Sealcoating LLC} (hereinafter referred to as the "Contractor"), and the front-side "Purchaser", (hereinafter referred to as the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less.• Drainage is not guaranteed on areas having less than 2% grade.
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- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, milled or sealed. Unless otherwise noted, total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor up to \$1000.00 for each additional move-in. Damage to vehicles left on the work site is the responsibility of the Purchaser.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay in full that day.





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