August 20, 2015

Lisa Thomas, Town Council Chairman
Town of Coventry
1712 Main Street
Coventry, CT 06238

Dear Ms. Thomas:

Please accept this letter as an update regarding the structural concerns at Coventry Public Schools. As you may recall at the meeting of November 19, 2012, the Town Council approved the following motion: That the Town Council appropriate up to \$30,000.00 from the Town Council's 1 1/2% authorization to the Board of Education to conduct a code analysis of issues raised in the Silva Engineering report. Of that \$30,000, the follow has been spent to date:

- Silva Engineering $ 5,000
- DiBlasi Associates $ 21,700
- Christopher R. Laux, ALA $ 3,300

According to our information, there is an encumbered balance of \$3,914.67 remaining on a purchase order to DiBlasi Associates.

Unfortunately, the funds appropriated for this cause have been depleted and there is still much left to do to determine the extent of work that may need to be done related to these structural concerns at the middle/high school complex. The Board of Education would like to request a conversation be scheduled with the Town Council to discuss the next steps in funding for this mandated item. We appreciate your assistance and we are available to answer any questions you might have.

Regards,

Jennifer Beausoleil, Chairman
Coventry Board of Education

/kd

cc: John Elsesser, Town Manager
    Board of Education Members
16 October 2015

Mr. Robert Carroll, Business Manager
Coventry Public Schools
1700 Main Street
Coventry, CT 06238

Dear Mr. Carroll:

Coventry High School / Captain Nathan Hale Middle School
Coventry, Connecticut
DA Reference No. 2013-062

We are pleased to submit this proposal for the structural engineering services required to design the remedial repairs to the concrete masonry walls at the above-referenced facility. In the report prepared by Silva Engineering, there were a number of these walls that were found to be either improperly grouted, improperly reinforced or a combination thereof. In the trial assessment that we performed this past summer in conjunction with Terracon, we found that this was a common problem.

While these walls are not load-bearing walls (i.e. they do not support roof or floor framing), many of them do serve a structural function. The exterior walls must be capable of resisting the direct wind loads. Some of the interior walls and some of the exterior walls are also intended to provide overall stability to the building by inhibiting it from racking under wind and earthquake loads; such walls are known as shear walls. These walls are important to the overall structural stability of the building.

Our objective shall be to design the necessary repairs to bring the structure into compliance with the wind and earthquake loading requirements of either the Building Code under which it was constructed or the current State Building Code, whichever is found to be less restrictive. If the current State Building Code is found to be beneficial, we shall apply for a modification to the Office of the State Building Inspector. While many of the existing walls were considered to be shear walls when the building was constructed, it is our belief that not all of those walls need to function as shear walls, particularly in areas such as the gymnasium where many long walls are present. As such, we intend to provide selective reinforcement to minimize the extent and cost of the remedial repairs wherever possible.

Reinforcing of some of the exterior walls may also be required, and this shall also be included in the repair program. Bracing of the concrete masonry walls that were originally designated as fire walls will be provided, and anchorage of the roof framing to the masonry walls will be added where found to be lacking.

The scope of our Basic Services for the Investigation & Design Phase of this Project shall include the following:
• Perform site visit to review potential shear wall locations and identify the presence of potential conflicts that could inhibit the execution of remedial repairs.
• Prepare drawings containing wall elevations that shall be utilized during field investigation.
• Perform periodic site visits during the period when the scans of the walls are being performed by Terracon (four site visits anticipated over assumed 15-day wall scanning period).
• Review results of scanning operations, and identify walls that are best suited to be utilized as shear walls.
• Design remedial reinforcing required for shear walls.
• Design remedial reinforcing required for walls exposed to wind loads.
• Design connections of walls to roof framing as required.
• Apply for modifications to the State Building Code as required.
• Prepare detailed design drawings using AutoCAD or Revit.
• Attend meeting with town finance committees.
• Perform site visit to assess presence of potential conflicts that exist relative to design that was developed; adjust drawings as required.
• Prepare a Statement of Special Inspections.
• Attend pre-bid meeting with prospective contractors.
• Respond to questions raised by bidders.
• Issue clarifications as required for inclusion in addenda.
• Attend scope review meetings with repair contractors if deemed necessary.

We propose to offer these Basic Services on a Cost-Plus (hourly) basis in accordance with the Rate Schedule included in Exhibit 1A. The total fee for these services shall not exceed sixty four thousand five hundred dollars ($64,500). Any authorized Additional Services beyond the scope of the Basic Services shall be billed on a Cost-Plus basis in accordance with the same Rate Schedule.

Exclusions from our scope of our Basic Services are identified in Exhibit 1B. Reimbursable expenses are identified in Exhibit 1C and shall be billed at cost plus ten percent. These reimbursable expenses shall include the scanning services of Terracon during the Investigation & Design Phase. Terracon’s fee for these services (based on a duration of 15 days and including a man-lift) is $32,000.; a copy of Terracon’s proposal is attached as Exhibit 2.

If this proposal is acceptable to you, it would be our desire to execute a formal contract utilizing CASE Document 1-2008, An Agreement for the Provision of Limited Structural Services, a copy of which is attached as Exhibit 1G. Invoices will be submitted on a monthly basis. Should you have any questions, please do not hesitate to contact us. We look forward to the possibility of working with you on this project.

Respectfully submitted,

DiBLASI ASSOCIATES, P.C.

Thomas A. DiBlasi, P.E., SECB
Exhibit 1A

Hourly Rate Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$215/hour</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$168/hour</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$152/hour</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$141/hour</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$126/hour</td>
</tr>
<tr>
<td>Engineer Intern</td>
<td>$89/hour</td>
</tr>
<tr>
<td>CAD/BIM Manager</td>
<td>$99/hour</td>
</tr>
<tr>
<td>Administrative</td>
<td>$73/hour</td>
</tr>
</tbody>
</table>

Note: These rates shall remain in effect through 31 December 2015. Thereafter the rates will be subject to a five percent (5%) annual increase each January 1.
Exhibit 1B
Standard Exclusions from Scope of Basic Services

- Geotechnical engineering services, borings or interpretive reports.
- Civil and site engineering including all utility connections and their subsequent applications and approvals for service where necessary.
- Testing laboratory services.
- Acoustic engineering services.
- Vibration consultant services.
- Lift rental expenses.
- Filing and expediting of project with Building Department.
- Attendance at public hearings or meetings.
- Preparation of Record (As-Built) Drawings.
- Underslab and Footing Drainage System Design.
- Design of site structures outside the building footprint such as retaining walls, equipment foundations/platforms, utility vaults, screen walls, hold-down pads, etc.
- Cost estimating services, including quantity take-offs.
- Engineering and/or inspection of temporary support works such as shoring, bracing and propping/de-propping.
- Multiple follow-up reviews of shop drawings or product submittals. One review and one follow-up review of each submittal is included. Subsequent reviews shall be considered Additional Services.
- Design of upgrades to the lateral-force (wind and seismic) resisting system(s) of existing structures.
- Design of temporary earth retention systems.
- Design of temporary bracing systems for existing structures.
- Design of foundation underpinning.
- Design of a deep foundation system (piles, caissons, etc.) or a mat (raft) foundation system.
- Labor involved with opening structural probes and testing of existing structural elements.
- Design of hangers, isolators, base supports, seismic bracing, etc., for mechanical, electrical, fire-protection or plumbing components.
- Design of stair systems, railing systems or miscellaneous metal components. [DiBlasi Associates will assist in establishing the appropriate structural performance criteria for the specifications for stair and railing systems and will also review the structural calculation packages and structural shop drawings for steel stair and railing systems.]
- Design of curtainwall systems. [DiBlasi Associates will assist in establishing the appropriate structural performance criteria for the specifications and will also review the structural calculation packages and structural shop drawings for these components.]
- Design of building envelope systems (new and repairs), including waterproofing design of associated facades and roof elements.
- Review of construction submittals other than shop drawings directly related to the structural design or those specifically cited.
- Producing shop drawings for structural items; shop drawings may be provided under a separate contract.
- Special Inspections services as required by the Building Code; these services may be provided under a separate contract.
- Adjustments to our design to accommodate construction equipment loads not identified at the start of the Construction Documents Phase.
- Evaluation of design and/or design of remedial repairs required due to contractor errors.
- Evaluation of design and/or design of remedial repairs required due to work that is constructed outside of acceptable tolerances.
- Production of early-release bid packages.
- Revisions to design after completion of design work.
- Supervision of and/or responsibility for contractor means, methods and sequences of demolition and construction.
- Review, implementation, monitoring or enforcement of contractor safety programs and procedures.

Footnotes:
1. Unless otherwise noted in proposal.
Exhibit 1C

Reimbursable Expenses

- Printing costs, including the costs to print documents which are furnished in an electronic format (e.g. electronic shop drawing submissions)
- Courier services (including but not limited to Federal Express, UPS, DHL, etc.)
- Postage costs
- Transportation expenses
- International telephone charges
- Teleconference service charges
- Additional insurance coverage. DiBlasi Associates currently carries professional liability insurance with limits of $2 million per occurrence and $2 million aggregate.
- Consultant services authorized by the Client
- Testing and inspection agency services authorized by the Client
- Contractor services authorized by the client
Exhibit 1G

Professional Services Agreement

CASE Document 1-2008
An Agreement for the Provision of Limited Professional Services©
Prepared by the Council of American Structural Engineers

Date

Client: Contact
Name of Client
Address
City, State, Zip

Structural Engineer: DiBlasi Associates, P.C.
500 Purdy Hill Road
Monroe, CT 06468

Reference: ProjectName
ProjectLocation
DAFC Project No. 2015

SCOPE OF SERVICES

COMPENSATION

Compensation for our services will be a fee calculated on an hourly rate basis per our current rate schedule. Fees for outside consultants will be billed at a multiple of 1.10 times the cost incurred. At this time we estimate the total fee to be $______ dollars, exclusive of reimbursable expenses. This total fee shall be understood to be an estimate and is based on a construction time of ___ months.

Our current hourly rate schedule is:

Principal: $215.00
Associate Principal: $168.00
Senior Engineer: $152.00
Engineer II: $141.00
Engineer I: $126.00
Engineer Intern: $89.00
CAD/Revit Tech.: $99.00
Clerical: $73.00

This rate schedule is effective through 31 December 2015.

A retainer in the amount of $______ shall be paid upon execution of this Agreement. The retainer will be applied against the final invoice.

The Terms and Conditions are attached and are part of this Agreement.
SPECIAL CONDITIONS

We are looking forward to working with you on this Project.

Sincerely,

Agreed to and Accepted by:

__________________________________________  _______________________________________
(Signature of Structural Engineer)          (Signature of Client)

__________________________________________  _______________________________________
(Date)                                      (Date)

__________________________________________  _______________________________________
(Printed Name/ Title)                       (Printed Name/ Title)

__________________________________________
(For)

h:\dnc\office\proposals\contracts\2012 jobs\usa01-96rev-2011+email.docx
Terms and Conditions

Structural Engineer (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fee
The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments
Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys’ fees. Reimbursable expenses shall include but not be limited to printing costs, postage costs, overnight courier costs and transportation costs, as applicable.

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

Hidden Conditions and Hazardous Materials
A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SE has reason to believe that a structurally deficient condition may exist, the SE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification
The SE shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts, errors, or omissions of the SE or its employees in the performance of its services under this Agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the SE and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damages, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.

Risk Allocation
In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Structural Engineer (SE), the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the SE’s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the amount of $50,000, the amount of the SE’s fees (whichever is greater), or $other amount agreed upon. Such cause or causes include, but are not limited to, the SE’s negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability. This limitation of liability shall apply to the SE and its officers, members, directors, partners, agents, employees, and subconsultants.

Termination of Services
This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents
All documents produced by the SE under this Agreement shall remain the property of the SE and may not be used by the Client for any other endeavor without the written consent of the SE.

Dispute Resolution
The Structural Engineer (SE) and Client agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the SE and Client cannot be settled within 30 days by good faith negotiations the SE and Client agree to submit it to mediation in accordance with the Construction Rules of the American Arbitration Association, unless otherwise noted. If the claim or dispute cannot be settled by good faith negotiations or mediation then either party may exercise their rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations. Payment disputes may be submitted to Small Claims Court at the SE’s option.