October 8, 2015

DiBlasi Associates, PC
500 Purdy Hill Road
Monroe, CT 06468

Attn: Mr. Thomas DiBlasi, P.E.
P: (203) 452 1331
E: tomd@diblasi-engrs.com

Re: Masonry Wall Evaluation Proposal
Coventry High School
Coventry, Connecticut
Terracon Proposal No. PJ2150467

Dear Mr. DiBlasi:

Terracon Consultants, Inc. (Terracon) is pleased to present this proposal to perform masonry wall reinforcing steel location and mapping at the above-referenced site. The purpose of our services will be to locate and document the approximate locations of existing reinforcing steel and grouted cells in an existing masonry block wall as part of a structural evaluation.

1.0 PROJECT INFORMATION

The site is located at the Coventry High School at 78 Ripley Hill Road in Coventry, Connecticut. A previously completed geophysical survey has revealed improper construction including missing reinforcing steel as well as non-grouted masonry block cells. As part of a structural evaluation Terracon has been requested to identify these locations of improper construction. A limited investigation was performed by Terracon on July 17, 2015 to determine the effectiveness of various imaging technologies on the masonry block walls of the structure. Through this investigation it was determined that ground penetrating radar (GPR) as well as a cover meter system were most effective at revealing both reinforcing steel as well as grouted and non-grouted masonry block cells.

2.0 SCOPE OF SERVICES

Terracon will mobilize two different detection technologies, a Hilti Ferroscan PS250 cover meter system and a ground penetrating radar (GPR) system made by Geophysical Survey Systems Inc. (GSSI) to perform a geophysical survey. In general, GPR field methods and data collection generally follows the procedures that referenced in ASTM D 6432, and more information on both the method and collection procedures can be found in the standard. GPR data will be collected

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using the free-scan method where data is collected and interpreted in the field. No raw GPR data will be taken off-site for post-processing. Notes and sketches of anomalies consistent with reinforcing steel and non-grouted cells will be taken at each location and a plan and report will be provided at the conclusion of our services.

The GPR survey is based on the following limitations:

- Scan areas will have minimal finishes installed and clear access to the wall surface. Terracon will only map locations that are safely accessible. Terracon will provide a scissor lift to access higher sections of the walls.
- Steel cover depths will not exceed approximately 12 inches.
- Walls to be scanned have been identified on a client provided plan, which is attached for reference
- An elevation view of each wall will be provided for use.

It should be noted that, as with any geophysical testing method, the process relies on instrument signals to indicate physical conditions in the field. Signal information can be affected by on-site conditions beyond the control of the operator such as but not limited to, concrete/soil types, concrete/soil moisture, and/or reinforcing steel depth and spacing. Interpretation of those signals is based on a combination of known factors combined with the experience of the operator and geophysical scientist evaluating the results.

GPR utilizes electromagnetic waves directed down into the subsurface to detect changes in the materials of the area being scanned. Changes in the return signal generally indicate changes in the physical properties of subsurface materials such as, but not limited to, electromagnetic conductivity and dielectric constant, which in some cases can be qualitatively linked to other material properties such as a materials density material type, or moisture content. These changes can be effective in identifying the presence and location of items such as subsurface voids, buried concrete, clay layers, tanks, underground utilities, pavement thickness, and embedded reinforcing steel in concrete and masonry structures, among other things.

Utilizing conventional observation, sampling and testing (“truthing”) of select areas is recommended to confirm the results from the geophysical surveys. As with all geophysical methods, the geophysical results provide a level of confidence, but should not be considered absolute. Thus, Terracon cannot be responsible for the misinterpretation by others of unverified geophysical results.
3.0 COMPENSATION

We will provide the above services for a lump sum fee of $32,000, which includes a two-man team for the duration of the scanning as well as a scissor lift, and report of our findings. Our report will include a set of drawings of each wall elevation. This fee assumes the work can be completed during normal business hours over a duration of up to 15 days.

Unless instructed otherwise, we will submit our invoice to the address shown at the beginning of this proposal. We anticipate that our services will be scheduled at least five business days in advance by a representative of DiBlasi Associates, PC or duly assigned representative. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on a Supplemental Agreement form.

You may formally enter into an agreement with us by signing the attached Agreement for Services and returning it to our office. A signed copy of the Agreement for Services must be returned to our office before the initiation of our services.

We appreciate the opportunity to offer our services and look forward to working with you. Should you have questions or require additional information, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.

Jason R. Landry
Project Manager

Ryan R. Roy, P.E.
Senior Principal/Division Manager

Attachments: Agreement for Services
Client Provided Plan
AGREEMENT FOR SERVICES

This AGREEMENT is between DBiAss ociates, P.C. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Coventry High School - Masonry Wall Evaluation project ("Project").as described in the Project Information section of Consultant’s Proposal dated 10/8/2015 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant’s services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance/Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Consultant shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. Compensation and Terms of Payment. Consultant shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Consultant shall notify Client in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant’s reliance agreement and Consultant receives the agreed-upon reliance fee.

6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSUMED RISKS TO THE FULLY COVERED BY THE INSURANCE, INCLUDING LIABILITY, INCLUDING THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT’S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT’S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT’S COMMERCIAL GENERAL LIABILITY POLICY.

7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant’s services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant’s substantial completion of services on the project.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEE EXPRESSED OR IMPLIED, RELATING TO CONSULTANT’S SERVICES OR CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers’ compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.L. and P.D. combined single
limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Consultant understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations. Consultant understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Consultant understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Consultant's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
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