29 January 2020

Mr. Ed Cofrancesco  
CHS Walls Code Compliance Building Committee  
Coventry Public Schools  
1700 Main Street  
Coventry, CT 06238

Dear Mr. Cofrancesco:

Masonry Wall Repairs – Phase 1 Conceptual Design  
Coventry High School  
Coventry, Connecticut  
DA Project No. 2013-062

We are pleased to submit this proposal for the structural engineering services required to develop Conceptual Design documents that would address the structural deficiencies that were found to be present in the concrete masonry walls as cited in our report of 10/24/2019. These Phase 1 Conceptual Design documents would be limited to the walls within the Auditorium and the Band Room which we deem to be of greater concern due to the taller wall heights. In addition to wall reinforcing schemes, these Conceptual Design documents would also address remedial repairs to the deficient top-of-wall anchors in those locations that were accessible during the investigation (all areas with the exception of the locker rooms which had hard ceiling assemblies).

The scope of our Basic Services for this survey shall include the following:

- Perform site visit to assess viability of different repair options for masonry walls given site constraints.
- Design repair/reinforcing scheme(s) for masonry walls based on site observations.
- Design repairs for top-of-wall anchors.
- Prepare Conceptual Design drawings including masonry wall repair/reinforcing details and top-of-wall anchor repair details.
- Perform follow-up site visit to confirm that the selected repairs schemes are viable, and, if necessary, make adjustments to Conceptual Design documents.
- Attend a meeting to review Conceptual Design documents with the Building Committee.

We propose to offer these services for the fee of eleven thousand five hundred dollars ($11,500.). Any authorized Additional Services beyond the scope of the Basic Services shall be billed on an hourly basis in accordance with the Rate Schedule included in Exhibit 1A.

The objective of the Conceptual Design is to enable a qualified building contractor who is experienced in work of this nature to establish an order-of-magnitude estimate of this construction cost for this work.
The Conceptual Design documents are not intended to be used for construction or bidding. If the estimate is within reason, we could then provide a proposal for the production of formal Construction Documents for this work.

If this proposal is acceptable to you, it would be our desire to execute a formal contract utilizing CASE Agreement 1-2019, An Agreement for Provision of Limited Professional Services, a copy of which is included in Exhibit 1G.

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,

DI BLASI ASSOCIATES, P.C.

[Signature]

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>$245/hour</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$190/hour</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$170/hour</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$160/hour</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$140/hour</td>
</tr>
<tr>
<td>Engineer Intern</td>
<td>$100/hour</td>
</tr>
<tr>
<td>CAD/BIM Technician</td>
<td>$110/hour</td>
</tr>
<tr>
<td>Administrative</td>
<td>$80/hour</td>
</tr>
</tbody>
</table>

Notes:

1. These rates shall remain in effect through 31 December 2020. Thereafter the rates will be subject to an annual increase not to exceed five percent (5%) each January 1.
2. Services that must be performed off-hours (between 6:00 p.m. and 8:00 a.m.), on weekends, or on holidays, will be billed at 1.50 times the above rates.
3. A minimum of four (4) hours will be billed for each courtroom appearance and each deposition appearance.
Exhibit 1G

Professional Services Agreement

- CASE Agreement 1-2019, An Agreement for the Provision of Limited Professional Services
CASE Agreement 1-2019
An Agreement for the Provision of Limited Professional Services
Prepared by the Council of American Structural Engineers

Date (Click to edit)

Client: Name of Client (Click to edit)
Address (Click to edit)
City, ST  Zip (Click to edit)
Attention: (Click to edit)

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

Reference: Name of Project (Click to edit)
Address of Project (Click to edit)
Company Project Number (Click to edit)

SCOPE OF SERVICES

Click to edit

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 \( XX \) times the cost incurred. At this time we estimate the total fee to be Click to edit dollars (\( $XXX.XX \)). This total fee shall be understood to be an estimate and is based on a construction time of \( XX \) months.

Our current hourly rate schedule is:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>/Hr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$245.00</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Administrative</td>
<td>$ 80.00</td>
<td></td>
</tr>
</tbody>
</table>

This rate schedule is effective through 31 December 2020.

A retainer in the amount of \( $XXX.XX \) 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

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

Sincerely,

Agreed to and Accepted by:

(Signature of SE)  (Signature of Client)

date  
(Date)  
(Date)

Name/Title  
(Printed Name/ Title)  
(Printed Name/ Title)

(For)

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Terms and Conditions

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

Fee
The total fee, except when stated as a 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.

Parties to this Agreement
This Agreement for professional services has been entered into on the date of the letter between the Structural Engineer (SE) and the Client, to whom the letter is addressed.

Billings/Payments
Invoices will be submitted monthly for services and reimbursable expenses and are due when presented. 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 be billed at cost plus ten percent. 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 officers, members, directors, partners, employees, and subconsultants 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 its officers, members, directors, partners, employees, and subconsultants 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, damage, 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 and provided that they are not caused by the negligent performance by the SE of services under the agreement. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.

Neither party shall have any obligation to defend or pay for the defense costs of the other party unless such costs are recoverable under applicable law.

For third party claims, to the fullest extent permitted by law, the Client hereby agrees to indemnify, hold harmless and defend the SE, including its officers, members, directors, partners, agents, employees, and subconsultants from and against all third party claims, including bodily injury, property damage, products liability, demands, damages and losses, causes of actions, judgments, fines, penalties and claims expense including attorney fees, caused or alleged to have been caused by anything other than negligent performance by the SE of services under the agreement related to this project.

Risk Allocation
In recognition of the relative risks, rewards and benefits of the Project to both the Client and the 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 or any third party for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, inclusive of all costs including attorney and expert fees, shall not exceed the amount of $50,000 or the amount of the SE’s fees, whichever is greater. Such 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 14 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.

Dispute Resolution
The parties agree to negotiate any claim or dispute 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 parties cannot be settled within 30 days by good faith negotiations the parties 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.

Insurance Provisions
[Use this clause if the Client is a contractor/subcontractor.] The Client shall secure commercial general liability insurance and automobile liability insurance to protect the Client from claims for negligence, bodily injury, death or property damage which may arise out of the Client’s performance under this Agreement. The Client shall also carry worker’s compensation insurance. The Client shall provide certificates of insurance to the SE.

[Use this clause if the Client is a design professional.] The Client shall maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Client from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the Client’s Services under this Agreement. The Client shall also carry worker’s compensation insurance. The Client shall provide certificates of insurance to the SE.

Jobsite Safety
The Client acknowledges that the SE does not have any authority or responsibility for general jobsite safety and for the safety of persons who are not the employees of the SE or SE’s subcontractor(s). It is understood and agreed that the SE will not be responsible for the job safety or site safety of the project and shall not be responsible for compliance with safety programs and related OSHA regulations required to be followed by the Contractor or its employees, Subcontractors, and agents. Jobsite safety shall be the sole responsibility of the Contractor or Client.

Ownership and Reuse of Documents
All documents, drawings, specifications, electronic files, building computer models, design calculations and survey notes ("documents") are instruments of service intended for the one-time use in connection with this Project. They belong to and remain the property of SE, regardless of whether the instruments were copyrighted or whether the Project for which they were prepared is executed. The SE retains all copyright interests and rights in all such documents. The Client may, at its expense, obtain reproducible copies of drawings and copies of other documents, in consideration of which there will be mutual agreement that the Client will use them solely in connection with the specific Project for which they were prepared. Any reuse or modification without written approval or adaptation by the SE is prohibited.

Severability
Any term or provision of this agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this agreement shall remain in full force and effect.

Standard of Care
Services performed under this agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. No warranties, express or implied, are made in connection with services performed under this Agreement. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.

Third Party Beneficiaries
The parties agree that the services performed pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, is benefited by the services performed pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

Waiver of Certifications
No party to this Agreement shall be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. No party to this Agreement shall be required to sign any documents which would result in that party having to certify, guarantee, or warrant the existence of conditions which they cannot ascertain.
Corporate Protection
It is intended by the parties to this agreement that the SE’s services in connection with the project(s) shall not subject the SE’s individual owners, officers or employees to any legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the client agrees that as the client’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the SE firm, and not against any of SE firm’s individual owners, officers or employees.