

WESTON BUILDING COMMITTEE  
SPECIAL MEETING AGENDA

WEDNESDAY, MARCH 24, 2020, 7:30 PM

Due to Covid-19, this meeting will place via internet or phone

Join Zoom Meeting via internet: <https://us02web.zoom.us/j/87237621583>

Join Zoom Meeting via phone: 646 558 8656

Meeting ID: 872 3762 1583

Passcode: 06883

- 1) Call to order
- 2) Discussion / decision on the library partial roof replacement project
- 3) Discussion about library HVAC issues
- 4) Discussion / decision on the WHS façade repair project
- 5) Discussion / decision on the Intermediate School sill replacement project
- 6) Discussion / decision on the WHS Old Gym air handler replacement project
- 7) Discussion about the proposed Lachat Town Farm building project
- 8) Discussion / decision on protocol concerning future school capital projects
- 9) Approval of minutes
- 10) Adjournment



Jonathan Luiz <jluiz@westonct.gov>

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## RE: Library

1 message

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Kim Winchell <KEW@hbfishman.com>  
To: Jonathan Luiz <jluiz@westonct.gov>

Tue, Mar 23, 2021 at 12:15 PM

Jonathan,

After looking at the bids as received by the Town of Weston for the reroofing of the Weston Public Library, we see a spread of \$60,150.00 to \$368,162.00 (16% to 54%) over the low bidder, J. Antonelli Roofing. Please note that Antonelli was the 2010 contractor for the Weston Library project, so, in the opinion of HBF, the need to look beyond Antonelli to the other contractors was not necessary. Confirmation of Antonelli's numbers and understanding of the project was most important.

I spoke with John Antonelli (owner) and Joel Rosendhal (estimator) at J. Antonelli Roofing concerning their low bid for the Weston Public Library on Monday, 22 March 2021.

Please keep in mind, once again, that Antonelli Roofing did the 2010 installation, thus their ability to match workmanship and other various component installations.

Based on our conversation, HBF gleaned the following:

- Based on the project spec. they have included all of the critical items, such as: 5/8" x 24" tapered sawn shakes, stainless steel nails, ice and water protection at eaves, rakes, hips and ridges. Additionally they have the copper gutters, valleys, steps and base flashings as well as the copper stand-off brackets for the gutters.
- The flat roof area includes the tapered and flat insulation with the coated glass facer on the high density overlayment board as specified and the increased volume of insulation fasteners that were incorporated. They also included the additional 6" wide membrane stripping at field seams as called out in the spec.
- A look back at the 2010 bid, found an approximate 30% increase in 2021.
  - Cost of wood shakes is approximately 3 times the 2010 price.
  - Wood lath and plywood has substantial increased from 2010.
- Antonelli expressed 2 concerns:
  - 1. Unit Price for deck panel replacement as we are not sure how the deck panels were constructed on this part of the building as we believe they may vary from the original building construction.
  - 2. Lead time for wood shingles.
- At this time, if the town is able to issue a contract within a 2 to 3 week period, Antonelli can have submittals to HBF within 2 weeks of the contract signing and begin ordering of materials.
  - Flat roofing materials and wood blocking, lath, plywood, roofing felts, ice and water protection and copper are readily available.
  - Antonelli can begin much of the work before arrival of shingles however shingle delivery will play a critical role.
  - Antonelli sees a 70 – 90 day work schedule to complete the project.
- Antonelli will be using the same workman as used on the 2010 installation.
- Antonelli and HBF have worked together on numerous projects from schools to municipal to residential.
- HBF sees the \$60,000 difference in bidding as:
  - 1. Antonelli having a better understanding of the project as they did the 2010 section.
  - 2. Contractors already booked on other projects.
  - 3. The large contractors see the library as a potential fill-in project with elevated profit pricing.
  - 4. Increased labor costs by the larger contractors.

- 5. Antonelli's use of 2010 workman.
- HBF also sees contractors bidding the work that do not regularly or typically do wood shingle work which may be a reflection of their increased pricing.
- While Antonelli is aware of the 16% difference to the next lowest bidder, they said they are comfortable with their number, they do not see anything that was overlooked, underpriced or left out however, they reiterated their concern about the lead time on the wood shingles and how it may affect the project's schedule, they will be calling their suppliers to try and narrow this down for the Wednesday Building Committee zoom meeting.

Based on Antonelli's understanding of the project, familiarity with the Library, use of same crew of men and confirmed price, along with HBF previous experience with Antonelli, we recommend that a contract be awarded to J. Antonelli Roofing.

Please provide John Antonelli with the zoom link and copy me with same. John's email is: [jantonelli@thepropertygroup.net](mailto:jantonelli@thepropertygroup.net) and mine is [kew@hbfishman.com](mailto:kew@hbfishman.com)

Regards,

**Kim Winchell, Senior Associate**

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**H. B. FISHMAN & CO., INC.**  
300 Pleasant Valley Road  
South Windsor, CT 06074-3490  
(860) 282-9036/Fax (860) 282-7144

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**From:** Jonathan Luiz <[jluiz@westonct.gov](mailto:jluiz@westonct.gov)>  
**Sent:** Tuesday, March 23, 2021 10:29 AM  
**To:** Kim Winchell <[KEW@HBFishman.com](mailto:KEW@HBFishman.com)>  
**Subject:** Re: Library

I think the best thing to do is send me a brief email that explains that you reviewed all the bids and have determined that Antonelli's bid is the lowest responsible bidder and that you have worked with them in the past on approx X number of projects and that you have no reservations about recommending that the Town enter into an agreement with the company for this project.

Sound good?

On Tue, Mar 23, 2021 at 9:56 AM Kim Winchell <[KEW@hbfishman.com](mailto:KEW@hbfishman.com)> wrote:

Jonathan,

I spoke with John Antonelli yesterday concerning their bid for the Weston Library Project.

Do you want me to write up something before tomorrow's meeting?

Antonelli said that he would attend the Zoom meeting on Wednesday at 7:30pm, you'll need to send him the log in information and please copy me on it.

**Kim Winchell, Senior Associate**



**H. B. FISHMAN & CO., INC.**  
300 Pleasant Valley Road  
South Windsor, CT 06074-3490  
(860) 282-9036/Fax (860) 282-7144

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**From:** Jonathan Luiz <[jluiz@westonct.gov](mailto:jluiz@westonct.gov)>  
**Sent:** Saturday, March 20, 2021 1:23 PM  
**To:** Kim Winchell <[KEW@HBFishman.com](mailto:KEW@HBFishman.com)>  
**Subject:** Re: Library

Great. Please ask Antonella if she can join as well.

On Sat, Mar 20, 2021 at 11:35 AM Kim Winchell <[KEW@hbfishman.com](mailto:KEW@hbfishman.com)> wrote:

Yes, should not be an issue.

**Kim E. Winchell**

Senior Associate

**H.B. FISHMAN & Co., Inc.**

[300 Pleasant Valley Road](#)

[South Windsor, CT 06074](#)

Office: 860.282.9036

Cell: 860.402.7180

On Mar 20, 2021, at 11:33 AM, Jonathan Luiz <[jluiz@westonct.gov](mailto:jluiz@westonct.gov)> wrote:

Great. Can you make a building committee meeting Wed night at 7:30 pm? It would be held via Zoom.

On Sat, Mar 20, 2021 at 11:22 AM Kim Winchell <[KEW@hbfishman.com](mailto:KEW@hbfishman.com)> wrote:

Jonathan,

I am scheduled to review Antonelli's numbers with them on Monday afternoon.

**Kim E. Winchell**

Senior Associate

**H.B. FISHMAN & Co., Inc.**

300 Pleasant Valley Road

South Windsor, CT 06074

Office: 860.282.9036

Cell: 860.402.7180

On Mar 19, 2021, at 5:45 PM, Jonathan Luiz <[jluiz@westonct.gov](mailto:jluiz@westonct.gov)> wrote:

FYI - please see comments below from Richard Wolf.

----- Forwarded message -----

From: **Richard Wolf** <[rbbwolf@gmail.com](mailto:rbbwolf@gmail.com)>

Date: Fri, Mar 19, 2021 at 5:34 PM

Subject: Re: Library

To: Jonathan Luiz <[jluiz@westonct.gov](mailto:jluiz@westonct.gov)>

I guess I should be familiar with their work as they did the project in 2011. We have a considerable spread in pricing and I would ask Kim to do a thorough scope review before our Wednesday meeting.

Richard

On Fri, Mar 19, 2021 at 5:24 PM Richard Wolf <[rbbwolf@gmail.com](mailto:rbbwolf@gmail.com)> wrote:

I'm not familiar with Antonelli. What is our budget, if the town approves the additional capital project request.

On Fri, Mar 19, 2021 at 4:36 PM Jonathan Luiz <[jl Luiz@westonct.gov](mailto:jl Luiz@westonct.gov)> wrote:

Just came in. Looks like Antonelli is the lowest at approx \$315K.

Bids available here: <https://www.westonct.gov/government/rfp-s>

On Fri, Mar 19, 2021 at 3:50 PM Richard Wolf <[rbbwolf@gmail.com](mailto:rbbwolf@gmail.com)> wrote:

Jonathan

How are we doing with the library roofing bids?

Richard

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Sincerely,  
Jonathan Luiz  
Weston Town Administrator

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Sincerely,  
Jonathan Luiz  
Weston Town Administrator

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Sincerely,  
Jonathan Luiz  
Weston Town Administrator

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Partial Re Roofing Weston Public Library  
Weston, Connecticut

Bid Due Date: 19 March 2021

No.	Item	Contractor Name															
		6 - Bay		7 - Crocker		5 - Greenwood		8 - J. Salvatore		3 - Silktown		1 - J. Antonelli		4 - United		2 - Young	
1	<b>Base Bid</b> (Roofs S-1 through S-14 and R1 through R2)	\$459,000.00		\$558,000.00		\$437,000.00		\$683,012.00		\$378,000.00		\$314,850.00		\$400,000.00		\$375,000.00	
2	<b>Difference from Low Bid: \$ vs %</b>	\$144,150.00	31%	\$243,150.00	44%	\$122,150.00	28%	\$368,162.00	54%	\$63,150.00	17%	Low Bidder	\$85,150.00	21%	\$60,150.00	16%	
3	<b>Unit Prices</b>																
	A.	Included in Base Bid - 100lf	\$800.00	\$600.00	\$1,130.00	\$2,500.00	\$450.00	\$800.00	\$1,020.00	\$480.00							
	Repair/Replace wood Blocking	Add	\$80.00	\$6.00	\$11.30	\$25.00	\$4.50	\$8.00	\$10.20	\$4.80							
		Deduct	\$20.00	\$4.00	\$9.42	\$25.00	\$4.50	\$5.00	\$9.75	\$3.50							
	B.	Included in Base Bid - 64sf	\$2,470.00	\$256.00	\$249.60	\$640.00	\$768.00	\$192.00	\$546.00	\$220.00							
	Repair Plywood Deck	Add	\$118.00	\$6.00	\$7.80	\$10.00	\$12.00	\$3.00	\$8.53	\$4.20							
		Deduct	\$40.00	\$4.00	\$6.50	\$10.00	\$12.00	\$2.50	\$8.00	\$3.20							
	C.	Included in Base Bid - 100lf	\$3,000.00	\$600.00	\$14,850.00	\$2,000.00	\$500.00	\$1,500.00	\$2,160.00	\$1,200.00							
	Repair Wood Fascia	Add	\$30.00	\$12.00	\$148.50	\$20.00	\$5.00	\$15.00	\$21.60	\$12.00							
		Deduct	\$10.00	\$6.00	\$135.50	\$20.00	\$5.00	\$12.00	\$20.00	\$10.00							
	D.	Included in Base Bid - 100lf	\$3,000.10	\$600.00	\$14,850.00	\$5,000.00	\$400.00	\$1,500.00	\$2,160.00	\$1,200.00							
	Repair Wood Fascia	Add	\$30.00	\$12.00	\$148.50	\$50.00	\$4.00	\$15.00	\$21.60	\$12.00							
		Deduct	\$10.00	\$6.00	\$135.50	\$50.00	\$4.00	\$12.00	\$20.00	\$10.00							
	E.	Included in Base Bid - 2	\$3,500.00	\$1,000.00	\$5,280.00	\$2,500.00	\$800.00	\$2,400.00	\$2,100.00	\$220.00							
	Repair Stress Skin Panel	Add	\$130.00	\$800.00	\$2,640.00	\$1,250.00	\$400.00	\$1,200.00	\$1,050.00	\$110.00							
		Deduct	\$120.00	\$500.00	\$2,200.00	\$1,250.00	\$400.00	\$800.00	\$500.00	\$90.00							
	<b>Base Bid Includes (Performance/Labor Bond)</b>	\$13,500.00	\$6,000.00	\$4,300.00	\$20,000.00	\$3,960.71	\$9,945.00	\$6,045.00	\$7,000.00								
4	<b>Contractor Start Date</b>	4.15.2021		4.19.2021		6.01.2021		3-4 Wks From Award		5.03.2021		To Be Determined		6.02.2021		5.03.2021	
5	<b>Acknowledgement of Addenda Received</b>	Add. #1 - Y	Add. #3 - Y	Add. #1 - Y	Add. #3 - Y	Add. #1 - Y	Add. #3 - N	Add. #1 - Y	Add. #3 - Y	Add. #1 - Y	Add. #3 - Y	Add. #1 - Y	Add. #3 - Y	Add. #1 - Y	Add. #3 - Y	Add. #1 - Y	Add. #3 - Y
		Add. #2 - Y		Add. #2 - Y		Add. #2 - Y		Add. #2 - Y		Add. #2 - Y		Add. #2 - Y		Add. #2 - Y		Add. #2 - Y	
6	<b>Bid Bond (10%) Provided</b>	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
7	<b>Bidders Qualifications Provided</b>	Yes		No		Yes		Yes		Yes		Yes		Yes		Yes	

Note:   Contractor number provided not clear on document, number shown assumed.





Jonathan Luiz <jluiz@westonct.gov>

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## Fwd: library HVAC observations

1 message

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**Richard Wolf** <rbbwolf@gmail.com>  
To: Jonathan Luiz <jluiz@westonct.gov>

Mon, Mar 22, 2021 at 8:49 AM

Jonathan  
Please distribute Jack's memo to all of the Building Committee members.  
Richard

----- Forwarded message -----

From: **Jack Davidoff** <jack@energyconsultingservices.com>  
Date: Sun, Mar 21, 2021 at 10:54 PM  
Subject: library HVAC observations  
To: Richard Wolf <rbbwolf@gmail.com>

Richard,

This is what joe and I observed.

- 1) The large conference room has an exhaust fan above the storage room with a backdraft damper that is not closing causing cold air to infiltrate into the space and chill the ceiling above the storage room at the far wall. In addition I do not know why there is a damper in the return air duct for the conference room and why is it above the code required return air smoke detector?
- 2) The small conference room off the book storage area is missing an electric heater that was removed when the room was divided. It needs to be re-installed with a digital thermostat to provide positive day / night setpoints. Its airflow is supplied by AHU-1 in 1st floor mechanical room.
- 3) Book storage area needs controls verified. Zone C thermostat controls that area. What that thermostat controls needs to be located and its operation verified. That area is supplied by AHU-4 located in the basement mechanical room. The heating coil of that unit is hydronic and has a separate circulator pump. It looked new but was not operating when we observed it. It to needs to be observed as to the control logic that controls it.
- 4) we observed good air flow at only one of the numerous air registers in the book storage area. We did not check other registers.
- 5) A verified air balance must be done and a report issued with reference to design conditions to all registers in the library.

Jack

Sent from my Sprint Samsung Galaxy S8+.

March 23, 2021

Jonathan Luiz  
Town of Weston  
Weston, CT 06883

Sent Via Email  
jluiz@westonct.gov

Re: Weston Intermediate School  
Weston, CT 6883  
Façade Repairs

Dear Mr. Luiz:

We are pleased to present the following Proposal for your review and appreciate the opportunity to be considered for the Project.

## **I. PROJECT SCOPE**

Howard L. Zimmerman Architects & Engineers, P.C. (“HLZAE”) reviewed the Project goals furnished by the Owner in order to ascertain the requirements of the Project. It is our understanding that the project shall consist of:

The project (“Project”) shall consist of repairs to the façade with regard to the precast concrete window sills that have moved and rotated; in addition, the sills at the north side of the building will be addressed to ensure their longevity. Additional sills lacking caulk will also be addressed. The intent of the project is to reset the existing sills, provide repairs as will be required for structural support, and ensure the sills are watertight.

## **BASIC SERVICES**

The Basic Services of HLZAE shall be as described below:

### **CONSTRUCTION DOCUMENTS**

Services:

- Furnish an Owner Review Set of Construction Documents
- Furnish a Bid Set of Construction Documents incorporating one (1) round of revisions responding to one (1) set of comments

The Construction Documents shall set forth in detail the requirements for the Project and shall include specifications and construction drawings and details that establish the quality levels of materials and systems required for the Project. HLZAE shall compile the Project Manual, which shall include the conditions of the contract for construction, specifications, and bidding requirements.

HLZAE in consultation with the Owner, shall prepare the necessary bidding information, bidding forms, the Conditions of the Contract, and a standard draft contract for construction based upon American Institute of Architects forms, which shall be subject to review and approval by the Owner and/or the Owner’s legal counsel. Data entry of counsel’s comments provided in analog format is not included in HLZAE’s services.



The Construction Documents shall be suitable for competitive bidding and filing with the local Building Department, if necessary.

### **COORDINATION WITH ENVIRONMENTAL CONSULTANT**

Services:

- Providing a Scope of Work to the Environmental Consultant for their use in conducting the required investigation
- Review with the Owner the impact of the investigation results on the Project
- If requested, provide Requests for Proposals for Environmental Consulting Services and/or Abatement Services

The Owner shall be responsible for complying with all laws concerning the presence or potential presence of hazardous materials, including, but not limited to, asbestos and/or lead paint, at the Project site. The Owner shall furnish tests, inspections and reports required by law for the inspection, sampling and/or identification of hazardous materials, including lead paint or asbestos containing materials.

All investigation consultants and remediation contractors will be retained and paid directly by the Owner. Notwithstanding anything else contained herein to the contrary, HLZAE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances, including asbestos containing materials or lead, in any form at the Project site. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless HLZAE from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services in the affected area, if in fact, the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself).

Please note, projects may involve noise, odor, dust and other potential environmental concerns to building occupants during the course of a project. The Owner may wish to engage an environmental consultant to conduct baseline testing prior to work commencing and progress testing during the course of the work to ensure occupant safety and alleviate complaints.

### **MUNICIPAL FILING/DEPARTMENT OF BUILDINGS (DOB)**

Services:

- Assume role of Applicant of Record
- preparation of all required DOB filings
  - circulation of filings and securing digital signatures and/or authorizations
  - submission of application(s) to DOB
- Respond to objections issued by the plan examiner and obtain approval of the municipal filing(s)

The application(s) shall undergo plan review at the DOB.

## **BIDDING & NEGOTIATION**

### Services:

- Prepare and distribute Bid Packages to a maximum of five (5) qualified contractors
- Conduct one (1) Bid Walkthrough
- Prepare and issue one (1) Bid Addendum
- Generate one (1) Bid Analysis
- Conduct one (1) Round of Bid Interviews
- Generate one (1) Revised Bid Analysis subsequent to interviews
- Solicit pertinent documentation for review by Owner's attorney and/or insurance agent of the financial resources, insurance policies and qualifications of the selected Contractor

HLZAE will assist the Owner during the bidding and negotiation process with prospective contractors. The list of bidders shall be determined and agreed upon by the Owner and HLZAE. The final selection of the contractor shall be the responsibility of the Owner.

## **CONSTRUCTION ADMINISTRATION**

### Services:

- Administer the contract between the Owner and Contractor by;
  - Conducting project meetings
  - Visiting the site at intervals appropriate to the stage of Contractor's operations
  - Observing and evaluate the work progress to determine if the work is proceeding in accordance with the Construction Documents
  - Reviewing, as applicable, submittals, shop drawings, samples, mock-ups and product data for conformance with the design intent
  - Providing written and photographic documentation of progress of the Work
  - Reviewing Contractor payment requisitions and prepare change orders (if any)
  - Determining the date of substantial completion
  - Reviewing the punch list of items
  - Establishing the date of final completion
  - Issuing a final certificate for payment based upon a final inspection of the work

HLZAE's responsibility to provide Construction Administration services commences with the award of the contract for construction to the selected Contractor and terminates on the date HLZAE issues the final certificate for payment.

The frequency of project meetings, site visits, and issuance of documentation shall be at the discretion of HLZAE and shall be based on Project conditions, such as size, pace, and complexity. HLZAE shall not be required to make exhaustive or continuous inspection at the Project site to check the quality or quantity of the Work. HLZAE is not responsible for construction means, methods or site safety.

Review of submittals shall be for general conformance to the design intent and is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility.

Special Inspections are conducted, as required by Code, during the construction process to verify that work is being done in accordance to approved plans and specifications.

## II. ADDITIONAL SERVICES

Additional Services include;

- Services beyond those enumerated above as Basic Services
- Substantial revisions to work already completed or accepted by the Owner
- Revisions to documents and associated services as a result of significant changes to the project size, quality, complexity, schedule, or budget or as a result of non-timely decisions by Owner
- Making material and substantial revisions required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
- Services outlined in the attached Schedule of Additional Services

Additional Services may be provided after execution of the Agreement without invalidating the Agreement. Email authorization for Additional Services shall be acceptable and the Additional Service shall be provided pursuant to the Terms and Conditions of the Agreement. Any Additional Services provided by HLZAE shall entitle HLZAE to compensation pursuant to the attached Schedule of Additional Services and an appropriate adjustment in the HLZAE's Project Schedule of Basic Services to the Owner, if applicable.

## III. COMPENSATION & PROFESSIONAL FEES

HLZAE shall be compensated for the Basic Services described in the proposal as outline below. Hourly rates shall apply to hourly-based Basic Services.

### 2021 HOURLY RATES

Principal	\$450.00
Executive Director	\$350.00
Director	\$255.00
Senior Structural Engineer	\$255.00
Senior Preservationist	\$255.00
Senior Project Manager	\$230.00
Project Manager	\$215.00
Senior Field Associate	\$200.00
Project Associate / Field Associate	\$185.00
Filing and Code Manager	\$200.00
Filing and Code Coordinator	\$185.00
Studio Coordinator	\$135.00



<b>SCOPE OF SERVICES</b>	<b>SCHEDULE OF FEES</b>
Construction Documents	<b>\$3,000.00</b>
Coordination with Environmental Consultant	Hourly
Municipal Filing/Department of Buildings	\$1,200.00
Bidding & Negotiation	Hourly Estimated \$6,500-\$8,500
Construction Administration	Hourly NTE 10,000.00

Notes: • HLZAE assumes authorization to proceed with the above phases unless instructed otherwise.

#### **IV. SCOPE OF AGREEMENT**

The Agreement between Owner and HLZAE includes this Proposal (upon acceptance and execution by Owner and HLZAE), the attached Statement of Terms & Conditions for Architectural / Engineering Services and the Schedule of Additional Services. The Agreement represents the entire and integrated agreement between the Owner and HLZAE and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the Owner and HLZAE.

If the above description of services and fees meets with your approval, please so indicate with your signature below and return one copy to our office. If additional information is required, or if you wish to discuss any items in this Proposal, please contact our office and we will be happy to assist you.

**ACCEPTED AND AGREED TO BY:**

**TOWN OF WESTON**

**ACCEPTED AND AGREED TO BY:**

**HOWARD L. ZIMMERMAN ARCHITECTS &  
ENGINEERS, P.C.**

By: Jonathan Luiz (As agent)

By: Howard L. Zimmerman, President

Date:

Date:



## SCHEDULE OF ADDITIONAL SERVICES

Unless otherwise stated, services that are additional to those described in the proposal as **Basic Services** will be performed at the request of the Owner and shall be billed at the hourly rates (the "Hourly Rates") or at the fixed fee specified herewith. These rates are subject to adjustment on an annual basis. Please be advised that the list of Additional Services is not exhaustive and does not include all Additional Services that HLZAE can perform.

### SCAFFOLD INSPECTIONS

HLZAE employees are trained and certified to conduct inspections via suspended and support scaffolds, industrial rope access, and HLZAE can also be an observer on a house rig, however if an HLZAE employee is required to operate the house rig platform along with the vendor because the platform is only rated for 2 persons, then the time associated with training to be an operator (which is manufacturer/vendor specific) is considered to be an additional services.

### PROBES & TESTING

Services in connection with coordination and observation of probes beyond those included in the Basic Services. Probes, sampling or testing by an Independent 3<sup>rd</sup> Party shall be directly contracted by Owner.

### SITE SAFETY MANAGER

If it is determined that applicable law requires the project to have a site safety manager, we will assist the Owner in obtaining proposals from qualified vendors and negotiate competitive pricing for such services and we shall coordinate with the independent consultant and/or the BEST Squad.

### IN-HOUSE SPECIALTY CONSULTATION

Investigative findings or hidden conditions revealed during construction may result in the need for the Project to be reviewed by an HLZAE MEP/FP Consultant, Structural Engineer, or Material Conservator; such specialty services are not included in Basic Services.

### 3<sup>rd</sup> PARTY CONSULTATION

Coordination with Owner's Consultants. Coordinating with 3<sup>rd</sup> Party Consultants requires additional administrative efforts by HLZAE. Such 3<sup>rd</sup> Party Consultants include, but are not limited to; Geotechnical Engineers, Civil Engineers, Acoustical Engineers, Industrial Hygienists, Elevator Consultants, Surveyors, Landscape Designers, Interior Designers, etc.

Performing extra work as a result of a performance failure of the Owner's Consultant(s).

### 3<sup>RD</sup> PARTY REPRESENTATION

Coordinating with 3<sup>rd</sup> Party Representatives requires additional administrative efforts by HLZAE. Whenever the Owner elects to retain a 3<sup>rd</sup> Party Construction Manager or Owner's Representative and notifies HLZAE of this 3<sup>rd</sup> Party Representative after the date of this Agreement, these coordination services are not included in Basic Services.

For projects that require the participation of independent 3<sup>rd</sup> Party Representatives [for example: governmental agencies (HPD, NYCHA, etc.), financial institutions, investors, insurance agents, attorneys] the time allocated to coordinating with the 3<sup>rd</sup> Party Representation is not included in Basic Services.

### BIDDING & REBIDDING PROJECT

When Bidding & Negotiation is a fixed fee or an estimated hourly fee is provided, the following are not included in Basic Services fixed or estimated;

- Issuance of bids to more than 5 bidders such services shall be billed at **\$750 per additional bidder**.
- Preparing documents for alternate, multiple, separate or sequential bids, separation by trades or industries, special phasing.
- Rebidding, all work in excess of the 1<sup>st</sup> set of addenda, and any bidder interview beyond the first round of interviews.
- Vetting bidders, checking references, visiting comparable project sites

### VALUE ENGINEERING

Following the initial submission and bidding out of the Project Construction Documents, HLZAE will, at the Owner's request, modify said documents to reflect the Value Engineering Change Proposal (VECP) to propose contract modifications that reduce cost without reducing product or process performance.

Evaluation of substitutions where revisions to the contract documents are required.

### CONTRACTOR QUALIFICATIONS

If the selected Contractor does not perform its duties and obligations in accordance with the contract specifications and terms and conditions, HLZAE reserves the right to consider services associated with the necessary additional coordination and oversight of the Contractor as Additional Services (Owner may elect to back-charge Contractor). Including but not limited to; performance failure, review of out of sequence submittals, responding to RFI's when the requested information is in the contract documents.



## CONTRACT COORDINATION

HLZAE shall provide a standard, unedited, AIA contract in draft form as part of bid documents. Owner or Owner's Attorney shall furnish Rider to the contract, if applicable. All services beyond providing the initial draft of the AIA contract between Owner and Contractor shall be an additional service.

## BOARD MEETINGS & ANNUAL SHAREHOLDER MEETINGS

Attendance by HLZAE at Board Meetings or Annual Shareholder Meetings.

## MUNICIPAL FILINGS

Work past satisfying the 1<sup>st</sup> set of objections or as a result of enactments of changes in; codes, laws, regulations, Department policy, or commonly accepted Department practice.

## DEPARTMENT OF BUILDINGS / ECB HEARING

Preparation for and attendance at public hearing or dispute resolution proceedings.

Assisting the Owner in clearing violations (Environmental Control Board, Department of Buildings, Department of Environmental Protection, etc.), including research and providing documents required to present at a scheduled hearing.

## DEPARTMENT OF BUILDINGS AMENDMENTS

The preparation and filing of Post Approval Amendments to the approved Scope of Work with the DOB.

## CITY AGENCY / MTA / DEPARTMENT OF TRANSPORTATION / DIVISION OF HIGHWAYS / ETC.

Assisting the Owner in filing with and meeting the requirements for work requiring the approval of the above-referenced agencies.

## ZONING ANALYSIS

Examine existing zoning regulations and perform zoning analyses as may be required of the Project, including but not limited to permitted uses, bulk and area requirements, FAR, and site development.

## FAÇADE INSPECTION SAFETY PROGRAM (FISP)

Services to obtain a copy of the prior cycle report from the DOB shall be as follows:

**\$400.00** per Report

Services to address Unsafe Conditions, such as soliciting proposals for sidewalk shed and repairs, coordination and oversight of repairs, etc.

Services to obtain initial extension of time relative to the filing of an unsafe or SWARMP report with the NYC Building Department shall be billed as follows:

Initial Extension of Time:

**\$950.00**

(Note: For the submission of subsequent extensions of time the DOB requires that they be submitted by a QEWI that has been retained to oversee repairs and submit extensions related to repair progress)

Services to submit a revised report with the NYC Building Department shall be billed as follows:

Prepare & File Amended Façade Report; *required for Unsafe Reports*

**\$3,500.00** per Report

Prepare & File Subsequent Façade Report; *optional for SWARMP Reports*

**\$3,000.00** per Report

## POST CONSTRUCTION SERVICES

Construction contract administration services occurring more than 60 days after substantial completion.

Services provided for additional investigation, supervision and inspection of warranty work and any and all services after the close-out of the Project.

## RECORD SET DRAWINGS

The preparation of Record-Set drawings reflecting changes to the bid set of drawings through the course of the Project.

## QUESTIONNAIRES

We will develop questionnaires, as applicable, regarding exterior leaks or new construction defects for distribution to the residents and process information gathered.

## ENERGY EFFICIENCY

Assisting the Owner in determining the Building's energy efficiency and where appropriate providing recommendations for improvement/upgrading of same.

## LEED CERTIFICATION

For Projects that are part of a LEED certification application, time spent coordinating with the Project Architect's LEED AP, researching certified vendors and materials, modifying specifications for compliance, etc.

## RESEARCH

At the Owner's request, HLZAE shall research municipal records, product information, public records, agency requirements, and other related disciplines or knowledge bases.





## STATEMENT OF TERMS & CONDITIONS FOR CONSULTING SERVICES

Howard L. Zimmerman Architects & Engineers, P.C. (herein referred to as "HLZAE"), submits this Proposal to perform the services described in the Proposal. Acceptance by the Owner is strictly limited to the attached Proposal and these Terms and Conditions for Consulting Services, which when accepted by Owner shall constitute the Agreement between Owner and HLZAE and authorization for HLZAE to proceed with services. The Owner is defined as the person or business entity identified in and signing the Proposal authorizing HLZAE to proceed. This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Owner's agreement to the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

Unless otherwise indicated, terms used herein shall have the meanings assigned to them in the Proposal.

### COMPENSATION

The attached Proposal describes the Project phases, HLZAE's tasks and the terms of compensation.

#### 1. Initial Payment

A signed Proposal, including invoice contact information, along with an initial payment, if indicated in the compensation schedule, shall be required prior to the commencement of work on this Project. The initial payment shall be credited against outstanding accounts receivable or the final invoice for HLZAE's services.

#### 2. Invoices and Payments

Unless otherwise agreed, payments shall be made monthly in proportion to services performed. Payments are due and payable upon receipt of HLZAE's presentation of an invoice. Invoices are considered past due thirty (30) days after receipt. Past due invoices shall accrue interest at the rate of 1.5% per month until paid. HLZAE reserves the right to suspend work without breach of contract if the account is past due. Accounts that are past due more than sixty (60) days may result in suspension of work until the account is brought current. If there is a past due balance at the completion of a phase, the account must be brought current before HLZAE will commence services on the next phase. If the Project is in the Construction Administration Phase, HLZAE may withhold approval of contractor's Applications for Payment if the account is more than sixty (60) days past due. HLZAE shall not deliver or professionally stamp final documents unless the account is current.

HLZAE shall have no liability for events that occur regarding the Project during the period that HLZAE's services are suspended.

Disputed invoices shall be promptly brought to the attention of HLZAE and no later than 90 days past the date of invoice.

#### 3. Resource Allocation

HLZAE shall allocate its manpower and resources based on professional judgment, the size and complexity of the work and the terms of the contract at HLZAE's sole discretion. There shall be no deductions made from the HLZAE's

compensation based on selection or quantity of personnel assigned to the project.

#### 4. Estimated Fees

Where an estimated total is provided for hourly work, it shall not constitute an upset figure, but is provided as a courtesy to assist you in project budgeting. All budget estimates are exclusive of reimbursable items.

#### 5. Contractor Penalties and Credits

There shall be no deductions made from HLZAE's compensation on account of penalty, liquidated damages or other sums withheld from payments to the Owner's contractor(s) or due to changes in the work. There shall be no deductions made from HLZAE's compensation as a result of credit change orders that reduce the contract value of the Owner's contractor(s) or due to reductions or changes in the work.

#### 6. Not to Exceed Fees

Where a Construction Administration Fee is designated as "Not to Exceed" (NTE) the cap shall be contingent upon the Contractor completing the project within the contract schedule. If the Contractor exceeds the contract amount of work days which results in expending the full amount of HLZAE's fee, the additional time necessary to provide services through the completion of the project shall be billed hourly (Owner may elect to back-charge Contractor). NTE fees may be exceed or renegotiated due to changes or increases in scope of the project or scope of services required. NTE fees do not include changes in scope.

#### 7. Municipal Filing/Department of Buildings

If Owner elects to utilize a 3rd Party in lieu of HLZAE for expediting services, the fee for this phase shall be reduced to \$2,500 for applicant of record services.

### REIMBURSABLE AND CONSULTANT EXPENSE

Reimbursable costs incurred on behalf of this Project, and the cost of services for consultants as may be required to enable HLZAE to complete its services shall be billed at a 1.25 multiple of cost. [Typical expenses: travel (including subway, taxi, car mileage, car rental and parking when necessary), printing, photography, photocopies, etc.].

### OWNER'S RESPONSIBILITIES

Owner shall be responsible for the following:

Establish a budget with reasonable contingencies that meets the Project requirements. The Project budget shall be established by the Owner prior to HLZAE proceeding with Basic Services.

Appoint and authorize a Project Representative to serve as a single point of contact to HLZAE and to respond to field questions and make timely decisions.

Pay for permits and filing fees.

Notify tenants, residents, and adjacent property of work as required by City Agencies or any building rules and regulations. Coordinate access to work areas, including adjacent properties and associated access or licensing



agreements, and respond to tenant, resident, and adjacent property inquiries.

If the Owner engages a contractor judged by HLZAE to be unqualified, HLZAE reserves the right to:

- withdraw from the Project and will be compensated by the Owner for services rendered through the date of termination
- consider services associated with additional coordination and oversight of the contractor, as necessary to complete the project and in the best interest of the Owner, as Additional Services.

#### OWNERSHIP OF DOCUMENTS

All documents produced by HLZAE and its consultants under this Agreement shall be deemed Instruments of Service. HLZAE and HLZAE's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights therein. The Instruments of Service may not be used by the Owner without the written consent of HLZAE for any purpose other than the Project described in the proposal.

#### DOCUMENT DISTRIBUTION

All documents produced by HLZAE and its consultants under this Agreement shall be distributed to Owner digitally. Only upon specific request by Owner shall hard copies be distributed.

#### DOCUMENT RETENTION

HLZAE shall retain documents relevant to the Project for a period of seven (7) years from date of Project completion or termination of HLZAE's services. Thereafter, Project files may be destroyed by shredding or in an appropriate manner specific to the media that shall render the information unreadable.

#### HIDDEN CONDITIONS

HLZAE's services usually involve observations of existing structures and systems and although HLZAE will use its best professional efforts to ascertain existing conditions which may affect the Project, there may be hidden or concealed conditions which HLZAE does not observe. HLZAE is not responsible for such conditions or the cost and expense that the Owner may subsequently incur related to such conditions. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify HLZAE and its employees and hold them harmless from and against any and all actions, claims, damages, judgments, liabilities, demands, costs and expenses, including legal fees, which they may incur as a result of such hidden conditions or other existing work which is outside the scope of this Proposal.

#### THE WORK

HLZAE does not make any guarantee or warranty of work of any Contractor, Engineer, Architect, or testing agency that is not employed by HLZAE whether or not HLZAE recommended such vendor, nor does HLZAE guaranty any specific result.

#### REQUIRED ACCESS

HLZAE may require access to rooftops, bulkheads, cellar / basements and any other locations where work may be proposed. All locations to be accessed should be maintained

in good condition and should be walked by Building Staff prior to HLZAE's inspection to verify safe condition and removal of any obstructions / hazards. If HLZAE determines any of these locations are not in safe condition, HLZAE will not complete the inspection until the safety concern / hazard is removed at no expense to HLZAE.

#### VISUAL INSPECTIONS OF FACADES

For investigation and condition assessment purposes, including for FISP inspection and reports, HLZAE conducts visual inspections of the façade via a variety of methods. It is at HLZAE's discretion to determine the appropriate method of inspection. These methods include;

**Suspended Scaffold:** A suspended scaffold is a motorized scaffold platform that allows inspection of a segment of the façade equivalent to the length of the platform. The primary method of suspended scaffold inspection is via outrigger scaffolding. This requires a CD5 permit. HLZAE does not perform inspections via C-Hook scaffolding on two-wythe masonry parapet walls. C-Hooks may be deemed appropriate on 3-wythe masonry parapet walls and poured concrete parapet walls pending engineering judgement.

**Pipe Scaffold:** Supported pipe scaffolding allows inspection via pipe frame and wood planking. Pipe scaffolding may be necessary or preferred at locations that cannot accommodate suspended scaffolding. Depending on the height of the scaffolding a DOB permit may be required and a stair tower may be necessary.

**Articulating Boom Lift:** This method of inspection allows for more flexibility in that larger areas of the building can be inspected at one time as compared to scaffolding, however it is subject to the height limitations of the equipment and is not applicable for all buildings. A boom truck requires an authorized operator and a DOT permit, which is subject to embargo restrictions at certain locations in the city at certain times of the year which may delay the inspection schedule. If the permit only affords access on the weekend, an overtime fee for HLZAE inspection services will be charged.

**Industrial Rope Access:** This method of inspection uses ropes to provide access to inspection locations and is conducted by SPRAT certified HLZAE employees with CD-5 filing, rigging and supervision by a 3rd Party Special/Master Rigger in compliance with NYC DOB regulations.

**House Rig:** If the building has a house rig and it is determined it can be utilized for the close-up inspection, HLZAE requires that the rig undergo service maintenance prior to our inspection and that an independent and dedicated safety line be provided for our employees. If the house rig vendor cannot provide this safety line then a third-party contractor will need to install the safety line as the Owner's expense. If the platform is only rated for 2 persons, requiring an HLZAE employee to operate the platform along with the house rig vendor, the time associated with training to be an operator (which is manufacturer/vendor specific) is considered an additional service.

**Fire Escape:** Fire escapes may be utilized for close-up inspections at the sole discretion of HLZAE and will be determined based on our professional judgement in regard to safety. The fire escape should be maintained in good condition and should be walked by Building Staff prior to HLZAE's inspection to verify safe condition and remove any



obstructions. The Building will be responsible for pedestrian protection during the inspection and shall need to provide safety cones and caution tape at the sidewalk below the fire escape during our inspection. If HLZAE determines the fire escape is not in safe condition it will terminate the inspection and alternate means of inspection shall be required at no expense to HLZAE.

**Balcony:** A balcony is a projecting slab from the building façade and has exterior space beneath it (this is different from a terrace). Access to every balcony on a balcony line may be a viable method of close-up inspection depending on location and configuration of the balconies. Such inspections require unfettered access to the apartments from the top floor down in consecutive order and HLZAE shall be accompanied by Building Staff for the duration of the inspection(s).

**Terraces/Setbacks:** A terrace serves as a roof over interior space (this is different from a balcony). Terraces and setbacks may be utilized for inspection and may be used as part of the continuous path from grade to roof for FISP inspections (especially on “wedding cake” type buildings), when there is at least five feet of terrace depth per floor (for example, to inspect a two-story setback the terrace would need to be 10 feet deep).

#### HAZARDOUS MATERIALS

Owner shall be responsible to furnish tests, inspections and reports required by law or otherwise, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, including, without limitation, lead and/or asbestos.

Under no circumstances shall HLZAE have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

HLZAE is not an expert in matters relating to mold, asbestos or lead. No services will be performed in connection with any mold, asbestos or lead that may be present upon the premises.

#### INDEMNIFICATION AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless HLZAE, its agents, officers, members, directors, consultants and employees (the “HLZAE Parties”) harmless of and from any and all liability, damage, loss, claim, demand, action, suit, proceeding and expense (including reasonable legal fees and disbursements) (each, a “Loss” and collectively, “Losses”) sustained or incurred by the HLZAE in the performance of its authorized services, provided that such Loss is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions to act of Owner, or any officer, director, employee or representative of Owner or any architect, engineer, contractor, construction manager or other consultant of Owner (other than HLZAE); *provided* that Owner shall not be required to indemnify and/or defend the HLZAE Parties as set forth in this paragraph to the extent that it is determined that the Loss was caused by or arose out of (a) the sole negligence of HLZAE or (b) defects in maps, plans, designs or specifications prepared by HLZAE.

#### 1. Contractor Indemnity

The Owner shall include the following provisions or similar language in its Agreement with any contractors retained to perform services in connection with the Project. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Owner, Owner’s tenants, Owner’s managing agent, Howard L. Zimmerman Architects, P.C., and their respective affiliates, principals, partners, members, shareholders, officers, directors, agents, employees, consultants, servants, successors and assigns (collectively, the “Indemnitees”), and each of them from and against any and all losses, claims, demands, judgments, payments, liabilities, damages, suits, actions, costs and expenses including attorney’s fees, and court costs, that any of the Indemnitees may sustain or incur arising out of, in connection with, or as a consequence of any omission or act of the Contractor, its subcontractors, their respective employees or anyone for whose acts they may be liable in the execution of the work or the guarding of it. Contractor’s obligation to indemnify HLZAE shall not apply to and specifically excludes losses, claims, demands, judgments, payments, liabilities, damages, suits, actions, costs and expenses caused by or arising out of defects in maps, plans, designs or specifications prepared by HLZAE.

HLZAE shall require the Owner to name the indemnities as additional insured, on a primary and non-contributory basis. The Owner should also provide a waiver of subrogation in favor of the indemnities.

#### 2. Contractor’s Insurance

Owner shall cause all contractors retained to perform services in connection with the Project to name the Indemnities (as defined above) as additional insured parties with respect to the contractor’s general liability, excess/umbrella liability and automobile liability insurance policies. Owner shall also obtain a waiver of subrogation endorsement (ISO Form CG 24 04 10 93 or its equivalent) from its contractors’ insurance carriers with respect to the Indemnities.

#### 3. Limitations of Liability

The Owner agrees that HLZAE’s liability in connection with its performance of services pursuant to this Agreement, whether arising out of tort, strict liability, contract or otherwise, is limited to the lesser of the fees paid to HLZAE hereunder or the amount covered by insurance and associated limits of liability carried by HLZAE.

HLZAE shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of any contractors, for the acts of omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with any Construction Documents, construction schedule, or provisions of law. HLZAE’s approval of a contractor’s application for payment shall not be a representation that HLZAE has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor’s work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the subcontractors and material suppliers and other data requested by the Owner to substantiate the contractor’s right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contractor’s work.



## ARBITRATION

Any controversy or claim relating to this agreement or HLZAE's services shall be resolved by arbitration conducted in New York City in accordance with the Construction Industry Rules of, and conducted by, the American Arbitration Association. Such arbitration shall not include, by consolidation, joinder, or any other manner, any additional entity not a party to this agreement except by written consent of both parties. Judgment(s) upon the award rendered by the Arbitrator may be entered in any court having jurisdiction.

## TERMINATION OF SERVICES

This Agreement may be terminated by the Owner or HLZAE should the other fail to perform its obligations. In the event of termination, the Owner shall pay HLZAE for all services rendered and reimbursable expenses incurred to the date of termination.

## MISCELLANEOUS

Owner recognizes that HLZAE has no control over the cost of labor, materials or equipment; the contractors' methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, HLZAE cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the cost of the Project or from any estimate of the cost of the Project or evaluation prepared or agreed to by HLZAE.

Owner shall include in its agreement with its contractor a requirement by the Contractor to complete and include with each and every payment application a completed and notarized "Affidavit of Subcontractors" wherein the contractor shall identify and name all subcontractors and major suppliers the contractor has used for this Project. The Contractor shall also provide notarized "Partial Waivers of Liens" with each progress payment and "Final Waivers of Liens" with final payment application from each listed Subcontractor.

HLZAE may post a sign on the exterior of the Project premises identifying Howard L. Zimmerman Architects, P.C. as the Consultant of the Project.

Owner agrees to credit HLZAE by name in all publicity involving the project. HLZAE reserves the right to use our Instruments of Service and photographs of the project for our marketing purposes. We will not, however, reveal specific project information to the public or press without your prior written approval.

Neither Owner nor HLZAE shall assign this Agreement without the written consent of the other.  
Successors and Assigns

The Owner and HLZAE, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement.

## PROPOSAL VALIDITY

This Proposal shall remain valid for thirty (30) days from the date of the Proposal. If not signed by Owner within this period of time, the Proposal may be deemed null and void by HLZAE and the rates may be subject to change.

## DURATION OF AGREEMENT

If services under this Agreement are not completed within twelve (12) months from the commencement of services, HLZAE reserves the right to increase the fees and/or hourly rates.

If Owner suspends the project for more than 90 days, at recommencement the balance of professional fees shall be adjusted to reflect prevailing hourly rates and HLZAE reserves the right to pass on the cost of project restart to the client.

If Owner suspends the project for more than 120 days, it shall be deemed terminated. We shall have no responsibility for any consequences resulting from our inability or failure to complete the services contemplated by this Agreement as a result of termination or suspension, prior to completion of the project.



Engineering the future from the inside out—since 1968

Charles C. Copeland, P.E.  
John P. McBride, P.E.  
Eric Mitchell, P.E.  
Daniel J. Colombini, P.E.  
Tristan Schwartzman, P.E.

Kevin Kemp  
Alex Wilkowski, P.E.  
Dan Galarza  
Vinod Palal, P.E.

VIA EMAIL: [jluiz@westonct.gov](mailto:jluiz@westonct.gov)

February 22, 2020  
**March 4, 2021 (REVISED)**

Mr. Jonathan Luiz  
Weston Town Administrator  
56 Norfield Road  
Weston, CT 06883

RE: Weston High School, Weston, CT  
Gym HVAC Upgrade

Dear Jonathan:

The following is our proposal for consulting engineering services for the above referenced project.

- Preparation of MEP Plans and Specifications for the replacement of the existing four H&V units and two exhaust fans.
- Coordination with structural engineer and architect.
- Prepare invitation to bid and scope of work bidding documents.
- Review and analysis of contractor bids.

Our fee for these additional services shall be \$16,000.00. All terms and conditions of our original proposal dated September 21, 2020 shall apply and based on construction completion by the summer of 2022. Our original proposal/contract remains open, that fee will contribute toward design revisions, understanding that this change order's fee will be applied to subsequent construction administration and bid management efforts.

If the above is acceptable, please sign where indicated below and return one copy to our office.

Sincerely,

Liad Itzhaky

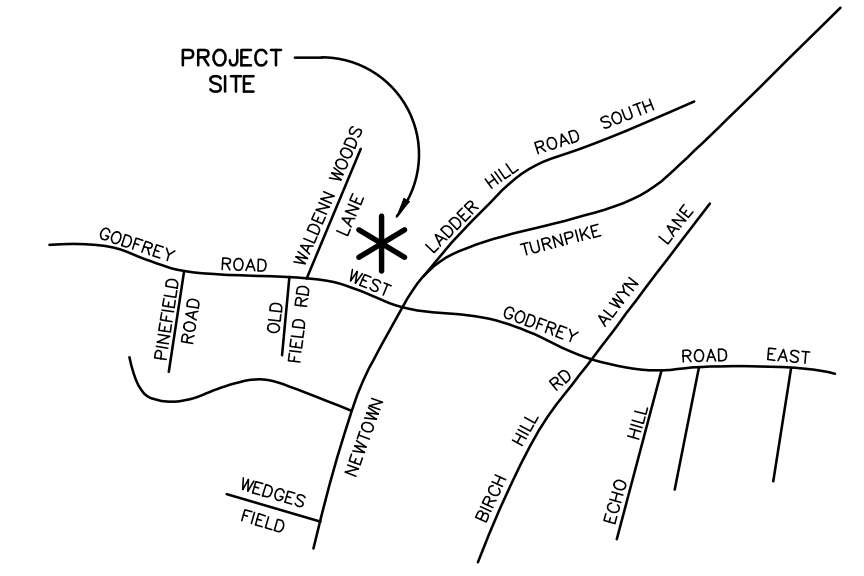
LI:td

ACCEPTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

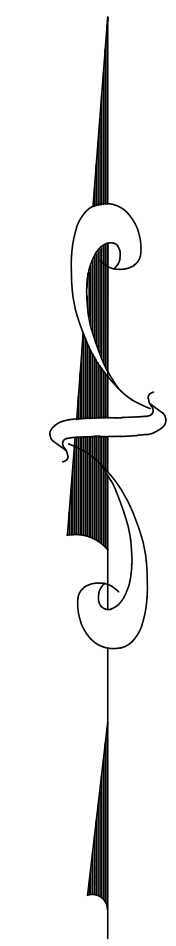
DATE: \_\_\_\_\_

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SCALE: 1" = 1500'

**ORIENTATION**



**PROPOSED BUILDING ELEVATIONS:**

BASEMENT	: 244.0
F.F. HOUSE	: 254.0
BLDG. SEWER OUT (INV.)	: 251.0
GREASE TRAP IN (INV.)	: 249.5
GREASE TRAP OUT (INV.)	: 249.25
SEPTIC TANK IN (INV.)	: 249.15
SEPTIC TANK OUT (INV.)	: 248.9
* 1st FIELD (INV. AT DB) (GST BOTTOM)	: 276.2 : 275.2
2nd FIELD (INV. AT DB) (GST BOTTOM)	: 272.7 : 271.7
* PROVIDE 4" OVERFLOW BETWEEN FIELDS	
NOTE: PUMP CHAMBER INVERTS TO BE DETERMINED IN THE FIELD.	

**EXISTING BUILDING ELEVATIONS:**

BASEMENT	: 247.0±
F.F. HOUSE	: 254.9
HOUSE SEWER OUT (INV.)	: 251.7
SEPTIC TANK IN (INV.)	: 249.15

**LEGEND**

EXISTING	ITEM	PROPOSED
	DRAIN	
	STORM SEWER	
N.A.	DEEP TEST	
N.A.	PERCOLATION TEST	
- 440 -	CONTOUR	
x 337.9	SPOT ELEVATION	x 439.3
N.A.	SILT FENCE	- X -
N.A.	DOUBLE SILT FENCE	- XX -
	TREE TO REMAIN	N.A.
	POLE	N.A.

**PRELIMINARY  
NOT FOR CONSTRUCTION**

THIS DRAWING AND DETAILS ON IT, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF THE ENGINEER AND MAY BE USED FOR THIS SPECIFIC PROJECT AND SHALL NOT BE LOANED, COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

NO.	DATE	REVISIONS AND SUBMISSIONS

SIGNATURE: \_\_\_\_\_ DRAWING NO: \_\_\_\_\_

**McChord Engineering Associates, Inc.**  
Civil Engineers and Land Planners  
1 Grumman Hill Road  
Wilton, CT 06897 (203) 834-0569

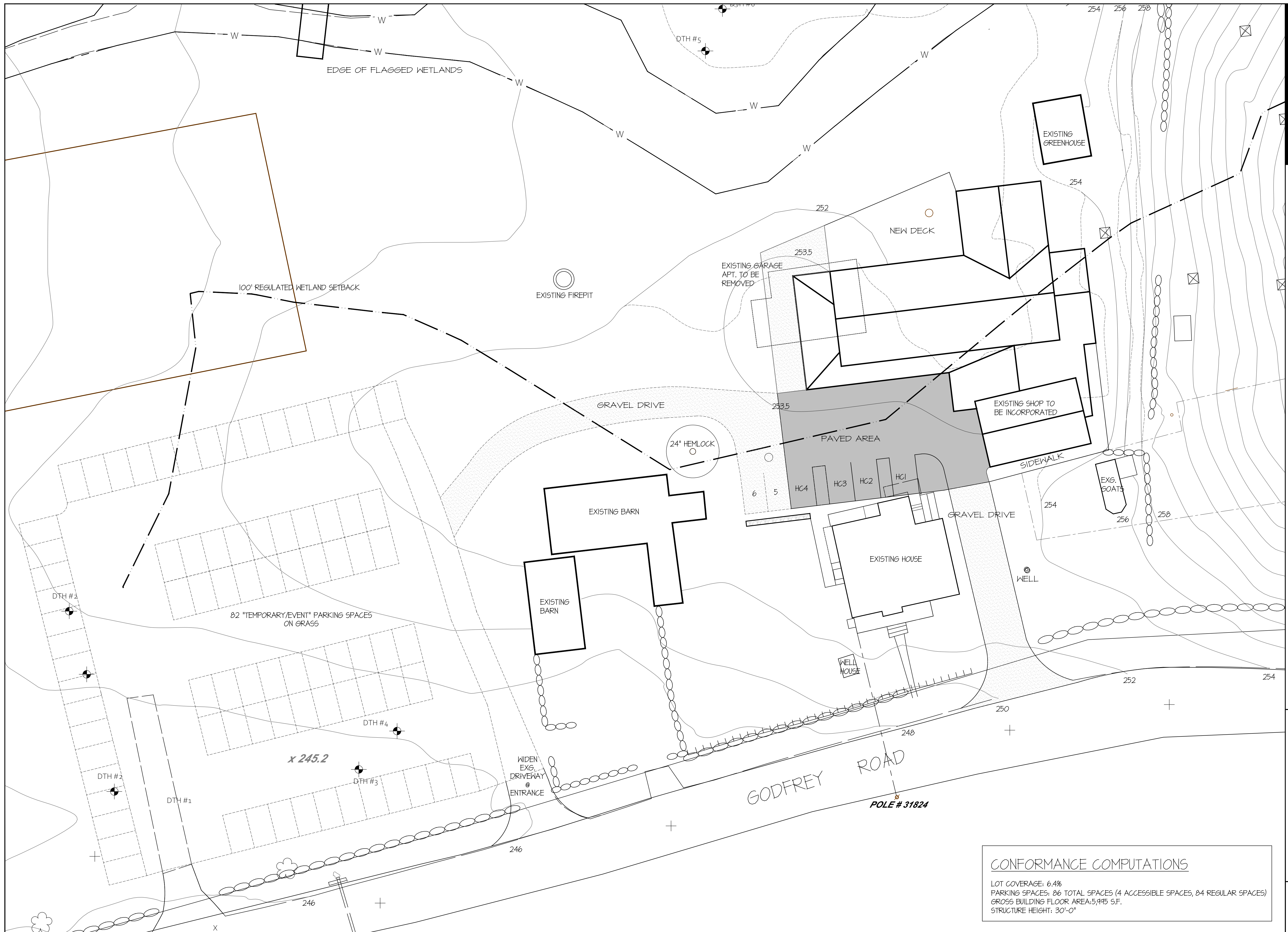
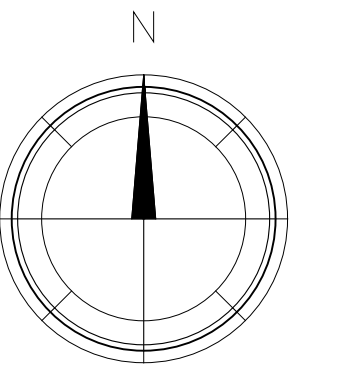
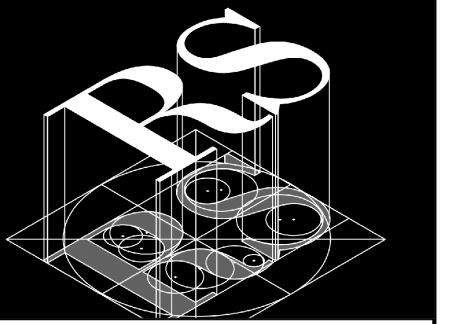
PLAN PREPARED FOR  
**FRIENDS OF LaCHAT  
WESTON, CONNECTICUT**

SEPTIC SYSTEM/SITE DEVELOPMENT PLAN  
**OFFUTT CENTER AT LaCHAT FARM  
106 GODFREY ROAD  
WESTON, CONNECTICUT**

JOB NO: 2169A-1 DATE: XXXXXX XX, XXXX  
DRAWN BY: DRS CHECKED BY: TSN  
SCALE: 1" = 30'

SE1

THIS PRINT IS INVALID WITHOUT EMBOSSED OR LIVE RED SEAL



CONFORMANCE COMPUTATIONS	
LOT COVERAGE:	6.4%
PARKING SPACES:	86 TOTAL SPACES (4 ACCESSIBLE SPACES, 84 REGULAR SPACES)
GROSS BUILDING FLOOR AREA:	5,995 S.F.
STRUCTURE HEIGHT:	30'-0"

Project Name & Address  
 OFFUTT LaChat FARM  
 GODFREY ROAD  
 WESTON, CT

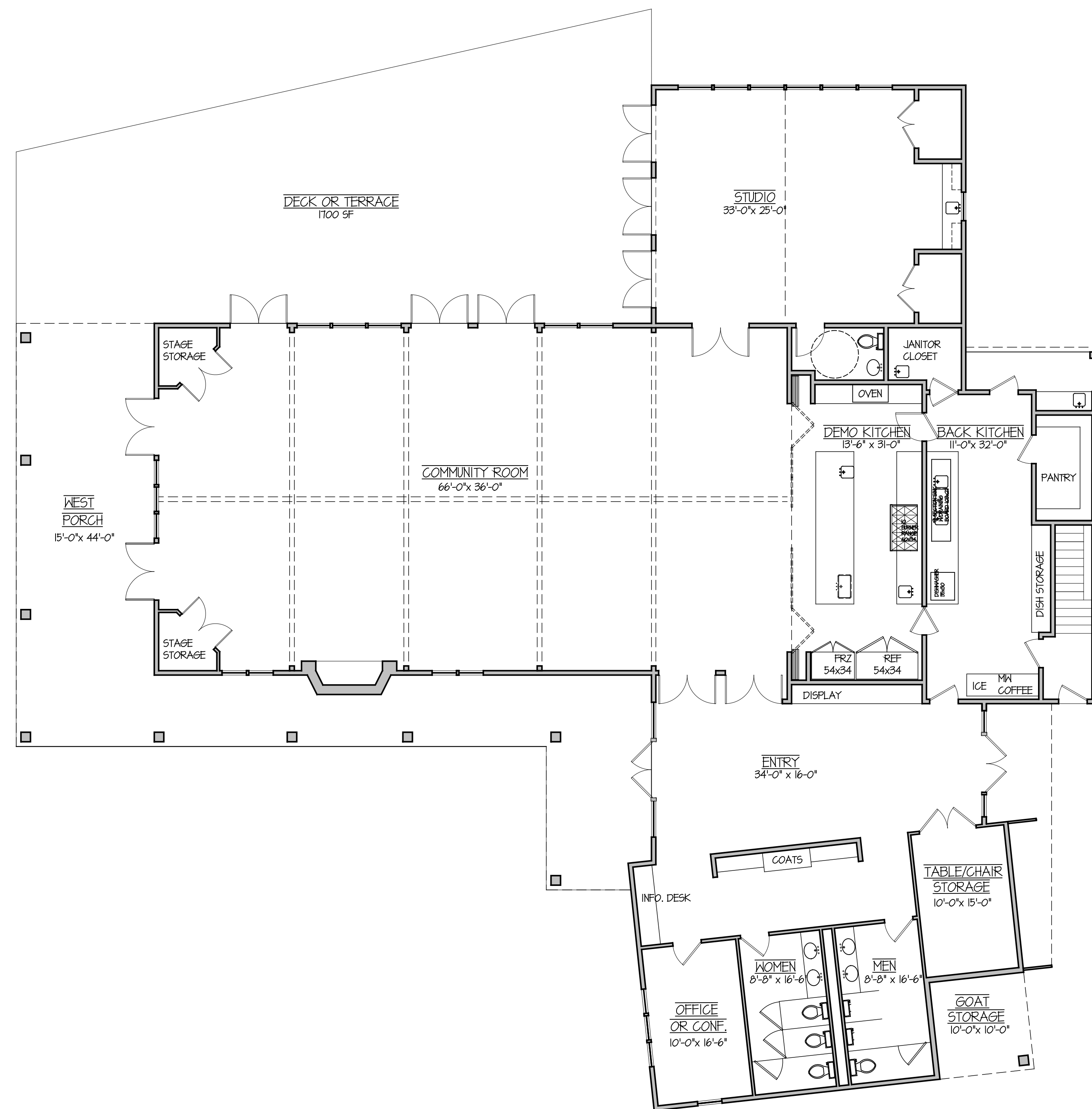
Project No.  
 20-017

Sheet Name  
 SITE PLAN

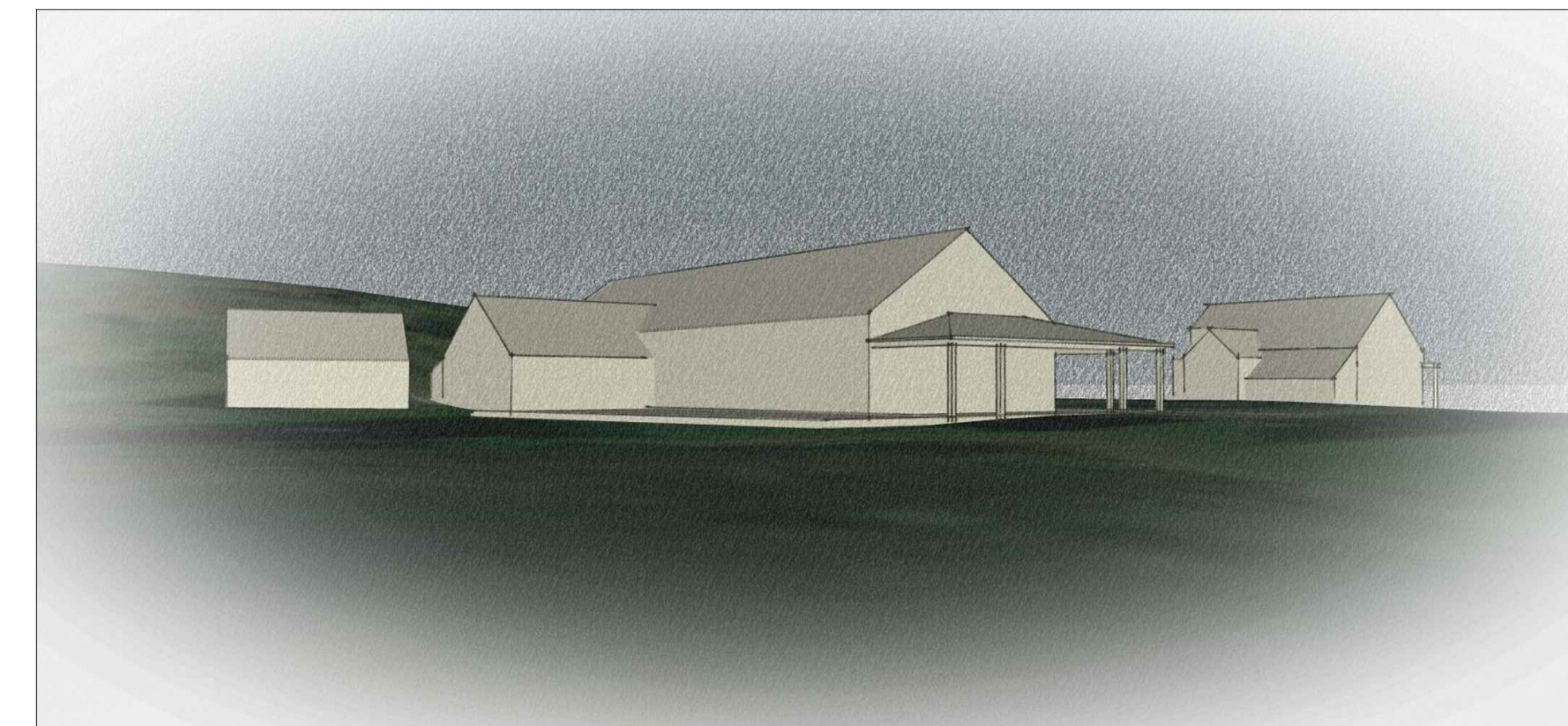
DATE: MARCH 22, 2021  
 SCALE: 1/16" = 1'-0"

Sheet No.

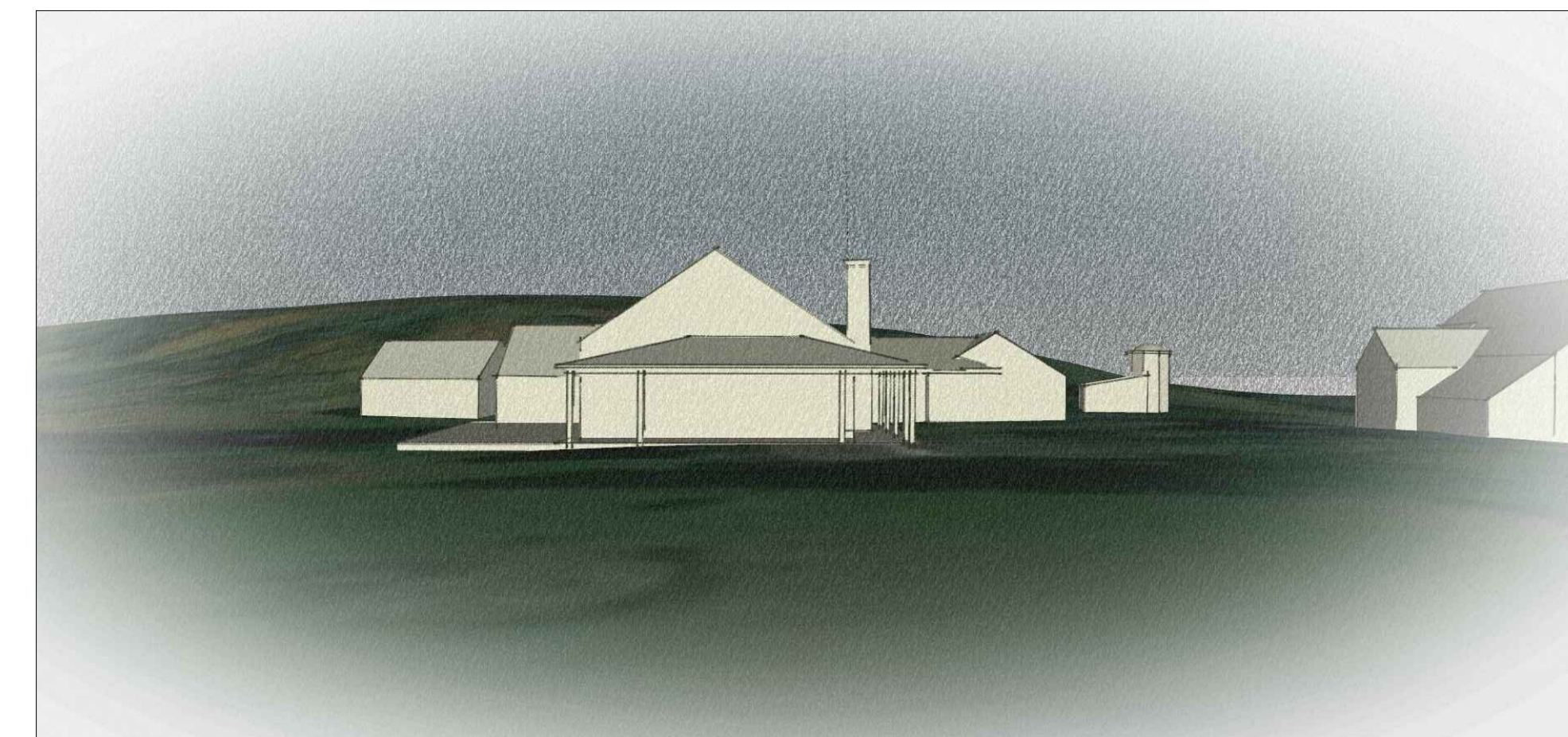
A-1



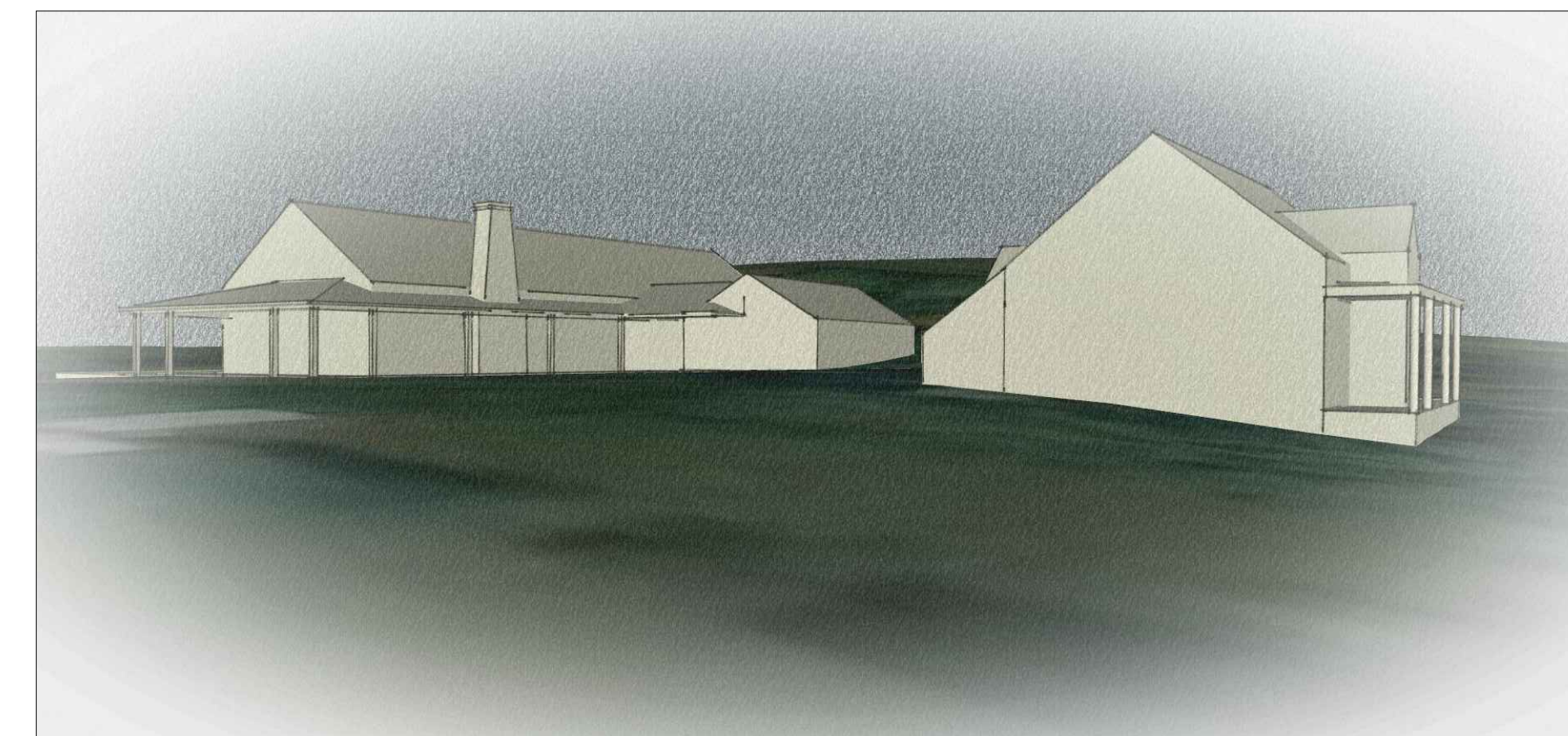
**MAIN FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



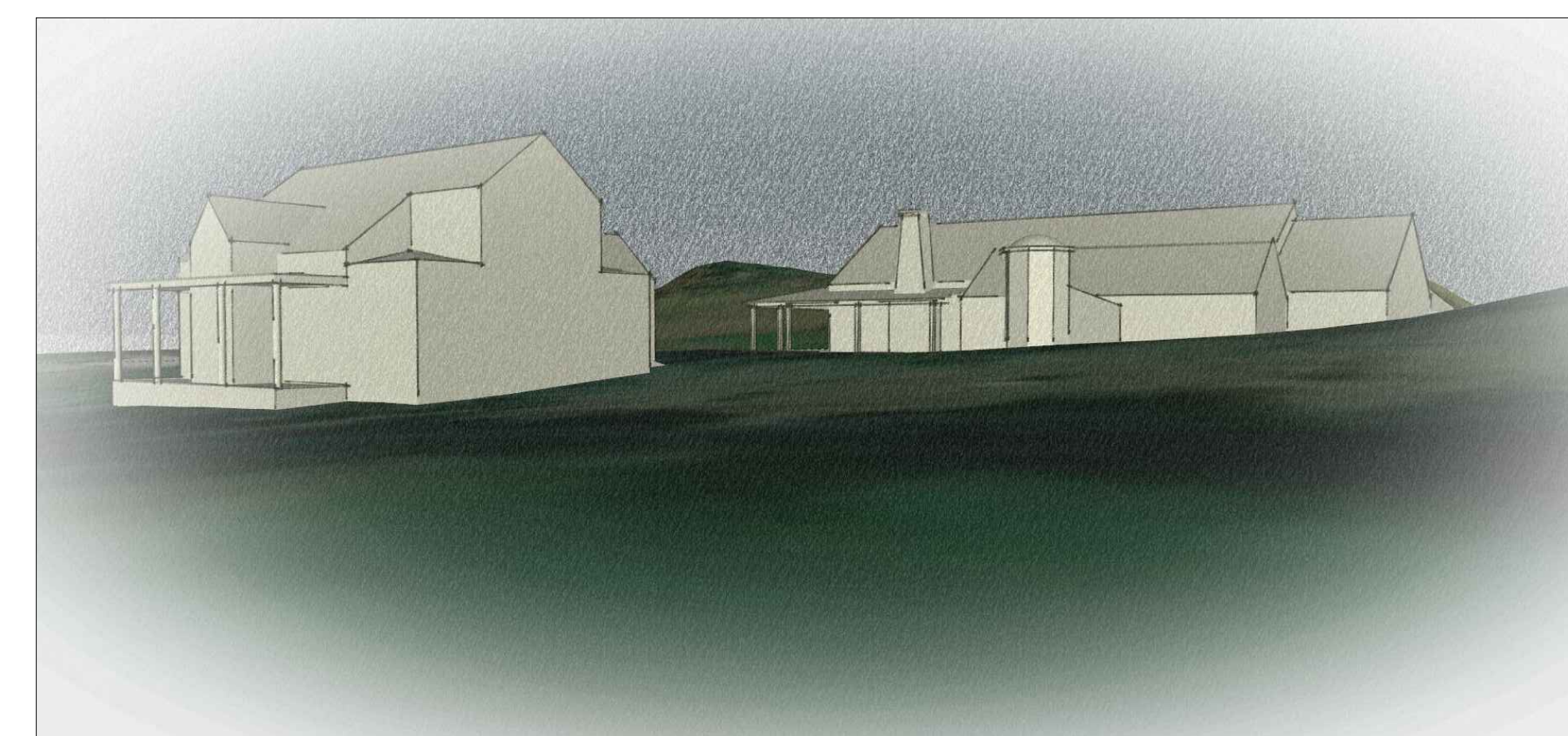
**NORTH-WEST**



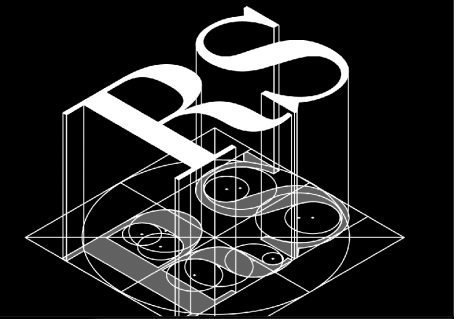
**WEST**



**SOUTH -WEST**



**MAIN APPROACH**



Project Name & Address  
**LaChat FARM**  
**GODFREY ROAD**  
**WESTON, CT**

Project No.  
**20-017**

Sheet Name  
**DESIGN DEVELOPMENT PLAN**

d OCTOBER 23, 2020  
s 1/16" = 1'-0"

Sheet No.

**A-2**