

**TOWN OF BOZRAH
TOWN HALL
1 RIVER ROAD
BOZRAH, CONNECTICUT 06334**

The **Underground Storage Tank** committee will hold a meeting on **Thursday, October 15, 2020, at 6:00 PM** using the remote meeting tool zoom.

ACCESS

Link to Zoom Meeting for UST Replacement at Fields Memorial School in Bozrah

<https://us02web.zoom.us/j/88551188142?pwd=N2tMVDc1TFduei9ib3MwVk96Vk96VkgxUT09>

Meeting ID: 885 5118 8142

Passcode: 2UY43A

- +1 301 715 8592 US (Germantown)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)

Telephone Meeting ID: 885 5118 8142

Telephone Passcode: 750626

AGENDA

1. Call to order/attendance
2. Public comment(s)
3. Status of permit application, Ruth Levy
4. Flowpath for permit approval, Jim Ericson
5. Selection for single source design services
6. Such other business as the committee may vote to hear
7. Final Public Comment
8. Adjourn

Respectfully submitted,

Carl L. Zorn

FIELDS MEMORIAL SCHOOL FUEL TANK REPLACEMENT PROJECT
BOZRAH, CONNECTICUT

ANTICIPATED PROJECT SEQUENCE

- 1) Superintendent Levy submits grant application paperwork- completed.
- 2) Town/ School reviews Design / State Permitting Proposal- on agenda tonight.
- 3) Assuming approval, LEI / Ruth begin work on Contract Document DAS paperwork. Refer to form SCG-3010 (attached). 85 items to be completed and checked off, ½ by Ruth, ½ by LEI.
- 4) LEI to finalize design plans, technical specs, assemble DAS mandated contract documents.
- 5) Once Items 3 and 4 are in good shape, Ruth/ LEI to schedule Pre-Bid Conference with DAS. They will go through in minute detail if we have everything on the list.
- 6) If we are missing anything, they will notify and ask for a resubmittal.
- 7) Town team needs to sign approval of final plans- Local Board of Education and School Building Committee.
- 8) Town professional staff needs to sign off on Final Plans for Code Conformity- Building Official, Fire Marshal, Section 504 Inspector (ADA), and Health Inspector.
- 9) Final Plan Review Meeting, if everything in order, DAS puts stamp on contract documents, allowing Town to go out to bid.
- 10) LEI provides copies of Bid Documents, Town distributes to bidders. LEI/ Town hold pre-bid meeting, review and answer questions, issue addenda if required, review bids, review qualifications, make recommendation for award.
- 11) Assuming State concurs with Award, Town awards contract, contractor provides submittals, orders materials, typical removes tanks, provides temporary fuel tanks, installs and pipes new tanks, provides controls and monitoring devices, starts up new tank.

PRELIMINARY PROJECT SCHEDULE

Project Schedule- LEI can begin work immediately.

- Complete tasks 1-4 in 4-6 weeks
- Schedules DAS review meeting in December.,
- Finish loose ends, finalizes approvals in January.
- Assists Town in Bidding- February
- Award Contract in March
- Typical 90 day construction , can be completed in May.
- Some schools want summer only construction, award can be timed to have materials approved, ready for installation in June. This reduces need for temporary tanks.



**DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)**

**REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042**

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
		PHASE NUMBER:

Estimated date* to begin construction _____ Estimated date to complete construction _____

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	/ / _____	/ / _____
School Building Committee	/ / _____	/ / _____

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. _____

Project Name: _____

Name of Contact Person:	Telephone:	Date:
-------------------------	------------	-------

Certifications of Local Approval:		
I certify that I have local jurisdiction over the State Building Code and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.		
_____	_____	_____
Local Building Official's Name	Signature	Date
I certify that I have local jurisdiction over the State Fire Safety Code and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.		
_____	_____	_____
Local Fire Marshal's Name	Signature	Date
I certify that I have local jurisdiction over the State Health Code and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.		
_____	_____	_____
Local Health Official's Name	Signature	Date
I certify that I have local jurisdiction over Section 504 of the Rehabilitation Act of 1973 , and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.		
_____	_____	_____
Local Federal 504 Official's Name	Signature	Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
 The Office of School Construction Grants & Review
 450 Columbus Blvd., Suite 1503
 Hartford, CT 06103

Local Education Agency	State Project No.	Phase
School	Architect	Date

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PRE-BID CONFORMANCE REVIEW (PCR)

For use with **Limited-Scope Projects and Project Phases**

FORM SCG-3010 MIN

- Submit this PCR Checklist with topic-specific checklists and stand-alone project checklists
- Notes: Use "None", "NPS" (Not in Project Scope) if line item is not relevant to your project, or explain condition
- Status (by SCG staff): ✓ Accepted ○ Open Item

	Document	Notes	Status
	Outstanding Items		
01.	From previous meetings:		
	a. Identify and review changes from DDR meeting		
02.	FORM SCG-3000: Project Team List contact information		
03.	FORM SCG-042: Request for review of final plans		
04.	Grant commitment date:		
05.	Construction start date within two years of grant commitment date [CGS 10-284(b)]		
	Site and Environmental: Requirements [CGS 10-291(a)]		
06.	FORM SCG-053: Site Analysis for School Projects provide hardcopy to SCG and email to das.scgform053@ct.gov		
07.	Phase I – Environmental Site Assessment		
08.	Phase II - Investigation Reports and/or		
09.	Phase III - Investigation Reports		
10.	FORM SCG-3011: Checklist Asbestos/Hazardous Materials Abatement		
11.	FORM SCG-3012: Checklist PCB Abatement & Management Plan		
12.	FORM SCG-3013: Checklist Carbon Monoxide [CGS 29-292]		
	a. Detection and warning equipment		
	b. Signage		
13.	FORM SCG-3014: Checklist Radon Systems		
	a. Indoor Radon Potential - CT map w/ site location noted		
	b. Radon potential rating from map		
	c. Mitigation techniques [CGS 10-291(b)] [Refer to FORM SCG-5510]		
14.	Haz-Mat consultant documents Lead/Asbestos		
	a. Survey		
	b. Report		
	c. Remediation plan		
15.	SHPO: State Historic Preservation Office review		

16.	OSTA: Office of State Traffic Administration approval		
17.	DEEP: Flood Management Certificate Application		
18.	FORM SCG-5002: Flood Management Certification Process		
19.	FORM SCG-5003: Flood Management Certification Notice		
20.	Local Inland Wetlands: approvals or documents		
21.	Local Zoning Board: approvals or variances		
22.	FORM SCG-5500: School Water System Evaluation or: Well approval by Dept. of Public Health (DPH)		
23.	Septic system approval by DPH or DEEP		
Superintendent/LEA: Letters and Forms			
24.	FORM SCG-9000: School Security & Safety Plan letter Note – this form is required for all projects effective 7/1/18		
25.	FORM SCG-9001: Designated Accessible Schools		
26.	FORM SCG-9002: Natural Light and Wireless Connectivity [CGS 10-283(a)(1)]		
27.	FORM SCG-9003: Plan Review Phasing		
28.	FORM SCG-9004: Space Standards Acknowledgement [Reg. 10-287c-15(a)]		
29.	FORM SCG-9005: Granular Accessible Route Policy [Reg. 10-287c-15(a)]		
30.	FORM SCG-9006: Non-conforming Floors / Ramps [Reg. 10-287c-15(a)]		
31.	FORM SCG-9007: School Safety Infrastructure • SSIC Consideration [CGS 10-283(a)(1), CGS 10-284(a)(6), CGS 10-292s] • Security Infrastructure for School Entrances [CGS 10-291(b)(5)]		
32.	FORM SCG-9008: PCB letter [Code of Federal Regulations Title 40, Part 761]		
33.	FORM SCG-9009: Site Central Location [Reg. 10-287c-15(a)]		
34.	FORM SCG-9010: Photovoltaic System Vandalism		
BizNet Cost Estimate: Required for All Projects - regardless of total project cost or number of phases Contact Tim O'Brien at Timothy.O'Brien@ct.gov or 860-713-5882 for access to the BizNet site			
35.	FORM SCG-2000: PSCCD Public School Construction Cost Database, UNIFORMAT II cost estimate for entire project		
	a. Hardcopy submitted		
	b. Ineligible costs identified		
	c. Alternates - itemized list of all Bid Alternates		
	d. Allowances - itemized list of all Contract Allowances [Refer to FORM SCG-3050]		
	e. Unit Prices - itemized list of all Unit Prices		
	f. Contingencies - itemized list of all Contingencies		
	g. Consultants' fees line item		
36.	FORM SCG-3031: LEA Cost Estimate Certification		
37.	FORM SCG-4000: Ineligible Costs and Limited Eligible Costs Worksheet (ICW)		

Cost Estimate for Project Phases: detailed cost estimate based on FORM SCG-9003 Phasing letter	
38.	UniFormat II or CSI format – submit detailed cost estimate
	a. Hardcopy submitted including:
	b. Ineligible costs identified
	c. Alternates - itemized list of all Bid Alternates
	d. Allowances - itemized list of all Contract Allowances [Refer to FORM SCG-3050]
	e. Contingencies - itemized list of all Contingencies
	f. Unit Prices - itemized list of all Unit Prices
	g. Consultants' fees line item
Design Professional Requirements: Checklists, Letters, Certifications and Forms	
39.	Scope Letter by Architect: updated as required
	a. Detailed scope letter for overall project
	b. Revised scope letter - if applicable
	c. Procurement method (Bid or State Contract)
	d. Description of eligible work
	e. Description of ineligible work
	f. Allowances [Refer to FORM SCG-3050]
	g. Alternates
	h. Contingencies
	i. Escalation
	j. Unit Prices
40.	Summary Description of proposed building systems [Refer to FORM SCG-2021]
41.	Code sheets: with Professional Seal & Signature
42.	Code Modifications: applications and approvals
43.	Overall or Partial Site Plan(s) as applicable: with Professional Seal & Signature
	a. Legend
	b. Property Lines and Contract Limit Lines shown
44.	FORM SCG-3015: Checklist FF&E
45.	FORM SCG-3016: Checklist Technology Equipment
46.	FORM SCG-3017: Checklist Play Equipment
47.	FORM SCG-3018: Checklist Fuel Storage Replacement Projects
48.	FORM SCG-3019: Checklist Roof Replacement Projects
49.	FORM SCG-3020: Checklist Window Replacement Projects
50.	FORM SCG-3021: Project Sign per DAS sample
51.	FORM SCG-3022: Checklist Photovoltaic Installation
52.	FORM SCG-3032: Acoustical Performance Certification [CGS 10-285g]

53.	FORM SCG-3033: Indoor Air Quality Certification [CGS 10-291(b)(3)]		
54.	FORM SCG-3034: Seismic Design Certification		
55.	FORM SCG-3045: Roof Key Plan		
Project Manual: Requirements			
56.	Cover:		
	a. Seals / signatures of design professionals		
	b. Project name, Project number, Project address		
57.	Approval and Sign-off by Reviewers (Local Officials):		
	a. On cover		
	b. On Table of Contents		
58.	Project Name and State Project Number throughout		
59.	Dates per FORM SCG-042 throughout		
60.	CSI format throughout		
61.	Advertisement for Bids (legal notice)		
62.	Statement of bidder's qualifications		
63.	General Conditions		
64.	Supplementary/Special Conditions: including requirements for:		
	a. Insurance and clean up		
	b. Stipulated % of OH&P on Change Orders* *State reimbursement maximum is 20% total markup		
	c. Preconstruction/pre-install meeting requirements		
65.	Prevailing Wage Rate Table place holder		
66.	Roof Warranty information: minimum warranty 20 years [CGS 291(b)(2)]		
67.	Roof Warranty: Note - provide copy of actual warranty to OSC&R when issued		
68.	Staff Training Requirement for HVAC / IAQ [CGS 10-291(b)(4)]		
Drawings: Requirements			
69.	Bound, scale, legible, key plan, N arrow, drawing list		
70.	"No Parking Fire Lane" striping and signage drawing Note - this drawing is project specific and is not required for all projects		
71.	Drawing Set Cover:		
	a. Seals / signatures of design professionals		
	b. Project Name, State Project Number, Project Address, and List of Drawings (when possible)		
72.	Approval and sign-off by reviewers (Local Officials)		
	a. On cover		
	b. On List of Drawings		
73.	Dates per FORM SGC-042 throughout		
74.	State Project Number and Project Name throughout		
75.	Professional seal/signature throughout		
76.	Final Construction Documents Note: No text reading "NOT FOR CONSTRUCTION"		

Procurement Methods: Requirements			
77.	Competitive Bid - provide copies of Bid Forms with:		
	a. Allowances [Refer to FORM SCG-3050]		
	b. Alternates		
	c. Contingencies		
	d. Unit Prices		
78.	Specification sections with:		
	a. Allowances [Refer to FORM SCG-3050]		
	b. Alternates		
	c. Contingencies		
	d. Unit Prices		
79.	State Contract – provide copies of:		
	a. Purchase list		
	b. Sample Purchase Order referencing project manual		
	c. Verification of Availability on State List		
80.	Proprietary specifications:		
	a. Copy of LEA letter requesting Sole Source Procurement Approval from SCG [Refer to FORM SCG-3040]		
	b. Copy of SCG Sole Source approval letter		
Local Review and Approval: Requirements			
81.	Building Permit (copy of building permit if available) And/Or: <u>FORM SCG-3028</u> : Code Conformity Certification - Play Equipment <u>FORM SCG-3029</u> : Code Conformity Certification - FF&E <u>FORM SCG-3030</u> : Code Conformity Certification - Building		
82.	Code Review Documentation:		
	a. Comments by third-party reviewer		
	b. Responses by design professionals indicating all issues resolved		
83.	Local Review Documentation Regarding drawing and specification review		
84.	Letter from local Fire Marshal or AHJ - indicating sign-off and approval of "No Parking Fire Lane" drawing and sign quantity Note - attach to Item 70 above if required for this project		
85.	Any other review and/or approval documentation:		
	a.		
	b.		
	c.		
	d.		

Remarks & Summary of Incomplete Items:

	Date	State Plan Reviewer
Date of Initial Submission:		
Date Not Accepted: (Revisions required, contact the OSCG&R to schedule next meeting)		
Date Accepted:		
Date Submission Complete:		

	Date	State Plan Reviewer
Data Entered into State Grant Management System:		
Approval To Proceed Letter Issued:		

Diana Santo

From: Carl Zorn
Sent: Tuesday, October 13, 2020 3:35 PM
To: Diana Santo; Carl Zorn; Ballinger; Jack Santo; rlevy@bozrah.org; Goulart Jeanne
Subject: Fwd: Fields Memorial School Fuel Tank Project
Attachments: Underground Tank Replacement Contract Document Proposal 10-13-20.pdf; FORM SCG-3010 MIN PCR checklist.docx

Jim sent these to me which will provide costs for the services required to complete the project

Carl
Get [Outlook for iOS](#)

From: Jim Ericson <ericson@lenard-eng.com>
Sent: Tuesday, October 13, 2020 2:43:21 PM
To: Carl Zorn <FirstSelectman@bozrahct.org>
Subject: Fields Memorial School Fuel Tank Project

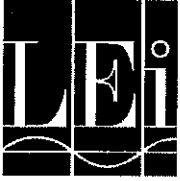
Carl- As requested, here is our proposal, which includes State DAS paperwork and approvals, preparing design plans and technical specifications, providing services during bidding and construction administration services. I have also provided an alternate item to provide the environmental oversight during tank removal, including sampling and DEEP closure reporting. Please forward to the appropriate parties in advance of our Thursday evening zoom meeting.

As discussed, I have also enclosed one of the checklists that need to be completed and approved by the DAS prior to getting their blessing for bidding. It is 85 items long, with some of these provided by the Superintendent, and the balance by the Consultant. This is the level of detail the State requires for every DAS funded school project, which is included in our fees.

Please contact me with any questions or comments.

Jim Ericson, PE
Vice President
Lenard Engineering, Inc.
2210 Main Street
P.O. Box 1088
Glastonbury, CT 06033
Direct Dial (860) 266-4460
Tel: (860) 659-3100
Fax: (860) 659-3103

Please check out our updated company website at: www.lenard-eng.com



Lenard Engineering, Inc.

2210 Main Street
P.O. Box 1088
Glastonbury, CT 06033
Tel: 860 659-3100
Fax: 860 659-3103
www.lenard-eng.com

1348 Conantville Road
P.O. Box 580
Storrs, CT 06268
Tel: 860 429-5400
Fax: 860 429-1367

140 Willow Street
Suite 8
Winsted, CT 06098
Tel: 860 379-6669
Fax: 860 738-1272

19 Midstate Drive
Suite 200
Auburn, MA 01501
Tel: 508 721-7800
Fax: 508 721-7610

Civil, Environmental and Hydrogeological Consultants

October 13, 2020

Mr. Carl Zorn, First Selectman
Town of Bozrah
1 River Road
Bozrah, CT 06334

RE: Proposal for Professional Services, Prepare Contract Documents and Provide Services during Bidding and Construction for 10,000 gallon Underground Fuel Tank Replacement, Fields Elementary School, Bozrah, CT

Dear Mr. Zorn:

Thank you for asking Lenard Engineering, Inc. (LEI) to submit a proposal for the above referenced project. As given in our previous feasibility study and conceptual design, the Town has elected to go with an above-ground tank located behind the school as a replacement to the existing 10,000 gallon underground tank.

SCOPE OF SERVICES

Lenard Engineering, Inc. (LEI) is pleased to submit the following Scope of Services for this project:

- 1) Assist Town with the State DAS Office of School Construction Grant process- LEI will assist the Town, Superintendent Levy and other officials in providing the technical portions of the State DAS paperwork, which is required prior to the State allowing the project to go out to bid.
- 2) Prepare Design Plans and Technical Specifications – LEI previously completed a site survey for the existing underground tank and interconnecting piping to the school. LEI will prepare design plans and technical specifications for a) the removal of the existing 10,000 gallon underground fuel tank and piping, and b) for the installation of a new above-ground 10,000 gallon fuel tank, interconnecting piping and associated electrical, controls and monitoring equipment. We will provide an updated construction cost estimate upon design completion.
- 3) Prepare State DAS Approved Contract Bid Documents- As a condition of receiving State funding, specific State paperwork and contract language must be included in the Contract Documents. LEI will prepare a set of contract documents which includes these requirements for the Town's use in obtaining bidding approval from the State, and for bidding and constructing the project. In item 1, we have included up to two meetings with the DAS staff to review these documents.



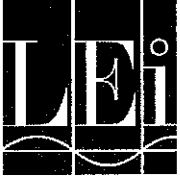
- 4) Services During Bidding- Once approved for bid, LEI will assist the Town in advertising this project for bidding. We will provide the Town up to five copies of bid documents for their use in distribution to potential bidders, attend one mandatory pre-bid meeting on-site, answer bidders questions, issue bid addenda, review bids received, review low bidders references and qualifications, and issue a recommendation of award letter for the lowest priced, qualified bidder.
- 5) Services During Construction- LEI will assist the Town during construction. We will attend a mandatory pre-construction meeting, review contractor product and pay requisition submittals, review prevailing wage documents, answer Contractor, Town and School questions and RFI's, attend up to four on-site meetings at critical times of construction, and related work. Based on past similar projects, we have assumed a three month construction contract, with most of the work taking place in a four week period near the end of the contract.
- 6) Underground Tank Removal Inspection, Environmental Sampling and Post-Closure Documentation (optional) – State law requires that a Licensed Environmental Professional (LEP) be present during the underground tank removal process, collect environmental samples to verify no soil or groundwater contamination, and submit a closure report to the DEEP in accordance with their standards. While this work could be assigned to the Contractor under their contract, we strongly recommend the Town retain LEI complete this work, to keep the interests of the Town first and foremost.

Assuming the tank can be removed and all sampling completed in a one day time frame, LEI can complete all these steps in accordance with DEEP requirements.

PROPOSED FEES

LEI will complete Tasks 1-5 above for a lump sum fee of \$ 28,000, as broken down below. Item 6, providing LEP services during tank removal is priced separately.

- 1) Assist Town with the State DAS Office of School Construction Grant process-
\$ 4,000
- 2) Prepare Design Plans and Technical Specifications -- \$ 9,000
- 3) Prepare State DAS Approved Contract Bid Documents- \$ 4,000
- 4) Provide Services During Bidding- \$ 3,500
- 5) Provide Services During Construction - \$ 7,500
- 6) Provide Underground Tank Removal Inspection, Environmental Sampling and Post-Closure Documentation (optional)- \$6,000



Lenard Engineering, Inc.

Civil, Environmental and Hydrogeological Consultants

By reference, the attached Standard Conditions for Engagement are part of this proposal, and any resultant contract.

If you or the School Building Committee have any questions or comments regarding this proposal, I am at your service. I look forward to assisting my home town of Bozrah in bringing the underground tank removal project at Fields Memorial School into environmental compliance.

Please contact me with any questions or comments.

Respectfully submitted,
Lenard Engineering, Inc.

A handwritten signature in cursive script that reads "James E. Ericson".

James E. Ericson, PE
Vice President

ACCEPTED BY: _____

DATE: _____

Standard Conditions of Engagement
Lenard Engineering, Inc.

1. **Agreement:** The proposal or agreement form duly executed by LEI and the Client, along with any documents appended by reference, including this Standard Conditions of Engagement constitutes the entire agreement between LEI and the Client and supersedes any written or oral representations made by either party prior to execution of this agreement.

2. **Acceptance Period:** This Client shall have 30 days after the offering date listed on the professional services agreement to accept the proposal, after which time the proposal terminates at the sole option of LEI. If the Client returns the executed agreement to LEI after the 30-day acceptance period expires, LEI may elect to accept the executed agreement or re-issue the agreement with revised terms and conditions.

3. **Governing Law:** This agreement is governed by the law of the State of Connecticut.

4. **Compensation Format:** The Client agrees to compensate LEI for services rendered according to the compensation format(s) stipulated in the agreement. The following paragraphs define the various compensation formats and the methods by which LEI will compute invoice amounts:

4.A) **Fixed Fee:** LEI shall render services for the fixed fee stipulated in the agreement. The fixed fee shall include the cost of all *Basic Services* (in-house labor), *Outside Services* (services provided by outside individuals or firms), *Reimbursable Expenses* (mileage, printing, and other consumable expenses), services charges, and taxes (if any). At the conclusion of each billing period, LEI will compute the invoice value by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements.

4.B) **Fixed Fee Plus Outside Services and Expenses:** LEI shall furnish *Basic Services* for the fixed fee stipulated in the Agreement. In addition to the fixed fee for *Basic Services*, LEI shall furnish *Outside Services* at LEI's cost plus a 10% service charge and invoice the Client for *Reimbursable Expenses* according to the attached document entitled "Reimbursable Expense Schedule" and made a part hereof. At the conclusion of each billing period, LEI will calculate the value of *Basic Services* by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements. To this value, LEI will add the value of *Outside Services* and *Reimbursable Expenses* incurred during the billing period.

4.C) **Time and Materials:** LEI shall furnish services on a time-and-materials basis, with no limiting amount. LEI will compute time charges for *Basic Services* by multiplying the number of hours expended on the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.

4.D) **Time Charge-Maximum:** LEI shall furnish services on a time-and-materials basis. LEI will compute time charges for *Basic Services* by multiplying the actual number of hours charged to the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to time charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). The total value of LEI time charges for in-house labor shall not exceed the maximum limiting amount stipulated in the Agreement. At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.

5. **Payment Terms:**

5.A) **Retainer:** If the Agreement requires a retainer, the Client shall forward the retainer to LEI along with an executed copy of the Agreement. LEI will apply the retainer toward the Client's final invoice. If the retainer exceeds the final invoice value, LEI shall refund the difference to the Client within 30 days from the date of final invoice. If the final invoice exceeds the retainer, the Client shall, within 30 days from the date of final invoice remit the amount due.

5.B) **Invoice Frequency and Review:** LEI will submit invoices monthly, unless the Agreement specifies a different frequency, including specific milestones. The Client shall review LEI invoices within seven (7) business days. If the Client disputes any invoice or charge the Client shall identify in writing within fourteen (14) days from its receipt of the invoice the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

5.C) **Interest on Overdue Balances:** Invoices are due and payable in full thirty (30) days after the date on the invoice. LEI will add an interest charge of 1½ % (or the maximum rate allowed by law, whichever is less) of the invoice amount automatically to each invoice if payment is not received on the thirty-first day. Thereafter, LEI will add interest on the cumulative outstanding balance at a rate of 1½ % per month (or the maximum rate allowed by law, whichever is less).

5.D) **Collection Costs:** For outstanding balances beyond 60 days past-due, LEI may employ a collection agency to enforce payment terms of this agreement and may recover the amount owed along with reasonable attorneys' fees and other reasonable costs and expenses incurred in collection. LEI's collection agency shall be entitled to collect from the Client any settlement sum due plus the value of the collection agency's charges.

5.E) **Attorney's Fees and Other Charges:** For outstanding balances beyond 60 day past-due, LEI reserves the right to take legal action to enforce the payment terms of this agreement. In the event of such legal action, LEI shall be entitled to collect from the Client any judgment or settlement sum due, plus reasonable attorney's fees, court costs, and the reasonable value of LEI's time and expenses relating to such collection action, computed according to LEI's prevailing hourly billing schedule and expense policies.

5.F) **Application of Payments:** LEI reserves the right to apply payments to accrued interest first, and then to any unpaid principal. LEI will apply payments to unpaid principal in the order in which invoices are issued, starting with the oldest outstanding invoice.

6. **LEI's Performance:** LEI will endeavor to complete the services rendered under this agreement within the estimated schedule or period of service discussed in the agreement. The Client understands that LEI may be obstructed from timely performing this agreement by factors or causes beyond LEI's reasonable control. Such factors or causes include, but are not limited to, acts of God, war, riots, fire, floods, inclement weather, delays created within or by approving agencies, acts of civil or military authority (including governmental laws, orders, priorities or regulations), acts of the Client, acts of the Client's contractors and agents, or inability, despite reasonable efforts, to obtain access to the project site and facilities. If delays arise through no fault of LEI, the Client agrees that LEI's estimated schedule or period of service will be extended by a period of time equal to that of the delay. The Client also agrees to compensate LEI for reasonable costs incurred by LEI in contending with such delays.

7. **Right of Entry:** The Client shall provide access to the property owned by the Client and/or others so that LEI and its authorized agents may fulfill the scope of services of this agreement. Although LEI will exercise reasonable care in performing its services, the Client understands that the use of testing equipment or other tools and procedures may unavoidably cause some impact to the site, the correction of which is not part of this agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs arising or allegedly arising from procedures associated with testing, surveys, and site investigations connected in any way with LEI's fulfillment of the scope of services of this agreement. LEI shall be liable only for damages resulting solely from LEI's negligent acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this Standard Conditions of Engagement.

8. **Underground Improvements:** LEI and/or its subconsultants will conduct research that, in its professional opinion, is necessary, and will prepare a plan indicating the locations for subsurface penetrations with respect to the assumed locations of existing underground improvements. Such services by LEI and its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The Client recognizes, however, that such research may not identify all underground improvements and that the information upon which LEI reasonably relies may contain errors or may be incomplete. Therefore, the Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against LEI, and anyone for whom LEI may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by LEI that are based on properly filed and available records of said underground improvements.

9. **Ownership and Reuse of Documents:** All reports, drawings, specifications, computer files, field data, notes, laboratory test data, calculations, and other instruments prepared by LEI as instruments of service shall remain the property of LEI. LEI shall retain all common law, statutory, and other reserved rights, including the copyright thereto. The Client may make and retain copies of LEI's instruments of service for its own information and reference in connection with the use and occupancy of the project site by the Client and others; however, such documents are not intended or represented by LEI to be suitable for re-use by the Client or others on extensions of the project or on any other project. Any re-use of documents prepared for the Client by LEI will be at the re-user's sole risk, without liability or legal exposure to LEI. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from or in any way connected with the unauthorized re-use or modification of LEI documents by the Client or any person or entity that acquires or obtains LEI documents from or through the Client without written authorization of LEI. The Client agrees that all LEI instruments of service which are not paid for in full will be returned upon demand by LEI and will not be used for any purpose whatsoever. Unless specifically stipulated in the agreement, LEI will not provide the Client with any instruments of service on electronic media. If LEI and the Client subsequently agree to such transfer of electronic data, the Client agrees to compensate LEI for costs incurred in preparing electronic documents. LEI reserves the right to impose terms and conditions for such transfer of electronic data in addition to those already stipulated in this Standard Conditions of Engagement.

10. **Standard of Care:** By accepting this agreement for professional services, the Client acknowledges that LEI's services often require decisions that are based upon professional judgment. In performing professional services, LEI will use that degree of care and skill ordinarily exercised under similar circumstances, at the

same time, and in the same locale by members of the profession. The standard of care shall be exclusively judged as of the time the services are rendered and not according to later standards. The Client agrees that LEI will render the services provided without any other warranty, expressed or implied.

11. Insurances: LEI maintains general liability, automobile liability, worker's compensation / employer's liability, and professional liability insurance coverage. LEI will furnish certification upon written request. The Client agrees that LEI will not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

12. Professional Liability Risk Allocation: The Client and LEI have discussed their risks, rewards, and benefits under this agreement and LEI's total fee for services. The parties to this Agreement have allocated the risks such that, to the fullest extent permitted by law, LEI's total liability for any and all injuries, claims, expenses, damages, or claim expenses arising out of this agreement from any causes related to professional services shall not exceed the total amount of \$ 50,000 or LEI's fee, whichever is greater. Such causes include, but are not limited to LEI's negligent errors and omissions.

13. Consequential Damages: Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by the law, neither the Client nor LEI, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and LEI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

14. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the Client understands that LEI has no control over the cost or availability of labor, equipment, or materials, or over market conditions, or contractors' methods of pricing, and that LEI's opinions of probable construction cost are made on the basis of LEI's professional judgment and experience. LEI makes no warranty, expressed or implied, that the bids or negotiated cost of the work will not vary from LEI's opinion of probable construction cost.

15. Services Related to Permits and Approvals: The Client understands that the granting of project-related permits and approvals by regulatory agencies often involves discretionary and subjective judgments and that LEI has no control over such judgments. Consequently, LEI cannot assure the Client that regulatory agencies will approve permit applications prepared by LEI on the Client's behalf, or that any conditions-of-approval imposed by regulatory agencies will be acceptable to the Client. Hence, the Client agrees to waive any claim against LEI for relative damages, direct or indirect, which may result from an unfavorable decision or denial of approvals or permit applications by regulatory agencies. LEI shall be liable only for damages resulting solely from LEI's negligence acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this Standard Conditions of Engagement.

16. Public Responsibility: The Client agrees to notify each appropriate federal, state, county, and local public agency, as they each may require, of the existence of any condition at the Site that may present a potential danger to public health, safety, or the environment. LEI shall have no liability or responsibility to the Client or to any other person for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify, and hold LEI harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorney's fees and defense costs, incurred by LEI and arising directly or indirectly out of LEI's reporting such information under a bona fide belief, or upon advice of counsel, that such reporting or failure to report or disclosure is required by law.

17. Modification of Agreement: The Client and LEI may modify this Agreement at any time by duly executed written change order. All change orders shall include detailed descriptions, where applicable, of adjustments to:

- 17.A) The agreement's scope of services
- 17.B) The magnitude or format of compensation
- 17.C) The magnitude and/or timing of progress payments
- 17.D) LEI's schedule or period of service

18. Suspension of Work: If the Client suspends the project or LEI's services for more than 30 calendar days, consecutive or in the aggregate, over the term of this agreement, the Client shall pay LEI for all services performed and reimbursable expenses incurred prior to LEI's receipt of the written suspension notice. In addition, upon resumption of services, the Client shall pay LEI for expenses incurred as a result of the suspension and resumption, and LEI's schedule of fees for the remainder of the project shall be equitably adjusted. If the Client is in breach of the payment terms or otherwise in material breach of this agreement, LEI may suspend performance of services upon provision of seven days' written notice to the Client. LEI shall have no liability to the Client, and the Client agrees to make no claim for any delay or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, LEI shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. In the event that the Client has paid a retainer to LEI, LEI shall be entitled to apply the retainer to cover any sums due from the Client up to the date of suspension.

Prior to resuming services after such suspension, the Client shall remit to LEI sufficient funds to replenish the retainer to its full prior amount.

19. Termination of Agreement: Either party may terminate this agreement for cause upon giving the other party at least seven calendar days' written notice. In the event of termination of this agreement by either party, the Client shall pay LEI for all services rendered and all reimbursable expenses incurred by LEI up to the date of termination, in accordance with the payment terms of this agreement. The Client may terminate this agreement for the Client's convenience and without cause, upon giving LEI seven (7) calendar days' written notice. The following causes may give rise to termination:

- 19.A) Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party
- 19.B) Assignment of this agreement or transfer of the project to any other entity without prior written consent of the other party
- 19.C) Suspension of the project or LEI's services for more than 90 calendar days, consecutive or in the aggregate
- 19.D) Material changes in the conditions under which this agreement was entered into, the scope of services, or the nature of the project, and the failure of the parties to reach agreement in the compensation and schedule adjustments necessitated by such changes

In the event of termination that is not the fault of LEI, the Client shall pay LEI, in addition to payment for services rendered and reimbursable expenses incurred, for all expenses reasonably incurred by LEI in connection with the orderly termination of this agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from termination.

20. Shop Drawing Review: If required by the Agreement, LEI shall review and approve or take other appropriate action on the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. LEI's review shall be conducted with reasonable promptness while allowing sufficient time in LEI's judgment to permit adequate review. Review of a specific item shall not indicate that LEI has reviewed the entire assembly of which the item is a component. LEI shall not be responsible for any deviations from the Construction Documents not brought to the attention of LEI in writing by the Contractor. LEI shall not be required to review partial submissions or those for which submission of correlated items have not been received.

21. Assignment: Neither party to this agreement shall transfer, sublet, or assign any rights under this agreement (including, but not limited to, monies that are or may be due) without prior written consent of the other party. The subcontracting of services by LEI to other parties (subconsultants) shall not be considered an assignment for purposes of this agreement.

22. Hazardous Materials: Both parties acknowledge that LEI's scope of services does not include any services related to the presence of any hazardous or toxic materials, or should it become known to LEI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of LEI's services, LEI may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, partners, employees and consultants (collectively, LEI) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of LEI.

23. Dispute Resolution: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and LEI agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to the American Arbitration Association or any other alternate dispute resolution provider agreed upon by the parties. Costs of arbitration, including reasonable attorneys' fees and interest on sums determined to be improperly withheld, shall be borne by the losing party. Judgment may be entered on any arbitration award in any court of competent jurisdiction or withheld and set-off from any payment due hereunder or any other agreement entered in connection with this agreement.

Brunelli Energy, LLC.
2 Rachel Drive Bozrah, CT 06334
P1- 204851 - S7-386550 - HOD 794
www.brunellienergy.com

DELIVERY HISTORY

FIELDS MEMORIAL SCHOOL
 8 BOZRAH STREET EXTENSION
 ATTN: SUE LYON
 BOZRAH, CT 06334

Delivery Address: FIELDS MEMORIAL SCHOOL
 8 BOZRAH STREET EXTENSION
 BOZRAH, CT 06334

DATE	REF NUM	Quantity	REFERENCE
12/1/17	16444	3100.0	#2 Fuel Oil
1/12/18	17450	4500.0	#2 Fuel Oil
2/21/18	18199	3629.1	#2 Fuel Oil
3/22/18	18651	3557.2	#2 Fuel Oil
6/29/18	19390	643.0	#2 Fuel Oil
6/29/18	19394	3792.1	#2 Fuel Oil
12/3/18	20125	1670.3	#2 Fuel Oil
12/3/18	20126	2761.0	#2 Fuel Oil
1/11/19	21384	3814.6	#2 Fuel Oil
2/11/19	22129	700.0	#2 Fuel Oil
2/11/19	22218	3800.3	#2 Fuel Oil
9/3/19	1253	3758.0	OIL
9/3/19	1252	3751.0	OIL
12/13/19	2387	1702.0	#2 FUEL OIL
12/13/19	2386	3813.2	#2 FUEL OIL
1/31/20	5279	3814.1	#2 FUEL OIL
1/31/20	5278	2892.0	#2 FUEL OIL
4/9/20	2919	2573.0	#2 FUEL OIL
10/6/20	4101	3820.2	#2 FUEL OIL
10/6/20	24434	2241.0	#2 FUEL OIL
Totals:	20	60332.1	

FUEL TAX SUMMARY:

Tax

Totals: