

TOWN OF BOZRAH
SPECIAL MEETING
BOARD OF FINANCE
BOZRAH TOWN HALL
February 27, 2020

Item 1: Chairman Mike O'Connor called the Quarterly Meeting of the Bozrah Board of Finance(BOF) to order at the Town Hall on February 27, 2020 at 6:30p.m.

Members Present: Chairman Mike O'Connor, Raymond Barber, Michel Leask, Phil Lavallee, Ann Chambers and Evan Gilman.

Others Present: First Selectman Carl Zorn, Selectman Bill Ballinger, Selectman Glenn Pianka, Town Treasurer Diana Santo, BOE Jeanne Goulart and 6 members of the public.

Item 2: Review minutes of the December 16, 2019 Quarterly BOF meeting

M. Leask noted corrections to titles of those present and spelling corrections. R. Barber noted item 9c should read, "C. Zorn noted the fire department is requesting reimbursement for the excess cost above \$20,000 for the maintenance of the ladder truck."

MOTION 1: R. Barber made a motion to approve the minutes as updated. P. Lavallee seconded the motion. A. Chambers abstained.

Vote 5 yes - 1 abstained - **MOTION CARRIED**

Item 3: Hear and act on a request from the Board of Education to support underground fuel oil tank replacement work

J. Goulart presented the Board of Finance with a request from the Board of Education for \$5,500 to accept the proposal from Lenard Engineering to proceed with the preliminary design work for the underground fuel tank.

Attachment 1

M. O'Connor noted the Board of Education will be responsible for the contract and the Board of Selectmen will not be signing the contract for the preliminary work. J. Goulart noted there will be about a 50-60% reimbursement from the state for the tank. C. Zorn noted there will be a building committee that will speak with the engineer and make the technical decisions. Once the design is started they can consider the options. J. Goulart noted the tank replacement is necessary due to insurance. E. Gilman noted he wouldn't want to replace the tank only due to an insurance issue. R. Barber questioned if the tank has passed the necessary tests each year. J. Goulart noted the tank has passed all necessary tests. B. Ballinger

explained it is necessary to replace the tank now as to not risk insurance coverage. G. Pianka noted the school is the emergency shelter for the town and perhaps there is a possibility to get funding from homeland security.

M. O'Connor presented the board with the effect the \$5,500 would have on the budget.

MOTION 2: P. Lavalley made a motion to transfer \$5,500 to the Board of Education from the general fund to support the design work for the underground fuel tank at Fields Memorial School. M. Leask seconded the motion.

Vote unanimous - **MOTION CARRIED**

The study should be completed by the end of June.

Item 4: Adjourn

MOTION 3: R. Barber made a motion to adjourn the meeting at 7:04 p.m. A. Chambers seconded the motion.

Vote unanimous - **MOTION CARRIED**

Respectfully submitted for the Board,

Heather Barber
Recording Secretary

February 27, 2020

Members of the Board of Finance,

The underground oil tank at Fields Memorial School is mandated to be removed and replaced no later than 2023. The insurance company told the First Selectman that our tank may not be insurable before that date. We believe it is prudent to begin the process of developing the design plan needed to perform the site work and tank installation options now.

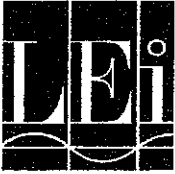
Carl Zorn contacted Jim Ericson of Lenard Engineering and obtained a quote of \$5500 for the attached services. Jim did the design work for the tank at the garage and for the town of Franklin.

The Bozrah Board of Education is requesting \$5500 from the town to accept the proposal from Lenard Engineering and proceed with the preliminary design work.

Respectfully,



Jeanne Goulart, Chair
Bozrah Board of Education



Lenard Engineering, Inc.

2210 Main Street
P.O. Box 1086
Glastonbury, CT 06033
Tel: 860 659-3100
Fax: 860 659-3103
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Tel: 860 429-5400
Fax: 860 429-1367

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Tel: 860 379-6669
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15 Midstate Drive
Suite 206
Auburn, MA 01501
Tel: 608 721-7600
Fax: 508 721-7610

Civil, Environmental and Hydrogeological Consultants

January 24, 2020

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

RE: *Proposal for Professional Services, Prepare Schematic Design Plans and Cost Estimates for 10,000 gallon Underground Fuel Tank Replacement, Fields Elementary School, Bozrah, CT*

Dear Mr. Zorn:

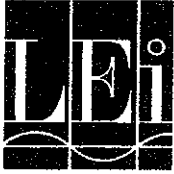
Thank you for meeting me at the school this week, to discuss the need to prepare plans and contract documents for the removal and replacement of the existing 10,000 gallon underground fuel tank. We completed two very similar projects last year, in Barkhamsted and Franklin, and have a good idea of the steps necessary to complete the project.

As discussed in the field, two options available are to: 1) replace the existing single wall underground tank with a double wall underground tank at the same location, or 2) replace the underground tank with a new above-ground tank (ConVault) and locate it behind the school.

SCOPE OF SERVICES

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

- 1) Obtain Copies of Available Plans- LEI will obtain copies of past plans and specifications for the existing underground fuel tank, the generator, and related construction on this side of the school building.
- 2) Site Survey and Base Mapping – LEI's licensed Land Surveyor will conduct a limited area ground survey in the vicinity of the existing underground tank, the mechanical room where the oil supply and return pipes terminate, the generator area, and an area behind the building. We will located marked piping, electrical conduits and other features. We will create a site map at a 1" = 20' scale for use in both the schematic design, and can be reused for final design.
- 3) Schematic Designs for Below and Above-Ground Tank Replacement Options- LEI will prepare schematic designs for both below-ground and above-ground tank replacements, showing new interconnecting fuel supply and return piping between the tank and the mechanical room pumps. We will develop cost estimates for both options, and prepare a list of pros and cons for the below and above-ground tank options.



- 4) Review Meeting with Town and School Staff- LEI will submit copies of our schematic designs, cost estimates and lists of pros and cons for each option to you, for distribution to applicable Town and School staff.

We will attend one meeting with Town and school staff, to discuss our findings, and answer questions.

- 5) Follow-up Work- Once the Town decides on which option to proceed with, LEI will prepare a separate proposal to upgrade our schematic designs to final, prepare front-end contract documents and technical specifications, and assist with the State DAS approval process, as well as services during bidding and construction. Note that much of the work completed during this schematic design can be re-used and upgraded during the final design process.

PROPOSED FEES

Lei will complete Tasks 1-4 above for a lump sum fee of \$ 5,500. By reference, the attached Standard Conditions for Engagement are part of this proposal, and any resultant contract.

Please contact me with any questions or comments.

Respectfully submitted,
Lenard Engineering, Inc.

A handwritten signature in cursive script that reads 'Jim 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.

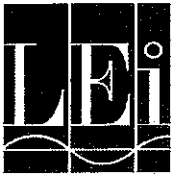
22. Hazardous Materials: Both parties acknowledge that LEI's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event LEI or any other party encounters any hazardous or toxic materials, or should it become known to LEI that such materials 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.



Lenard Engineering, Inc.

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Fax: 860 659-3103
www.lenard-eng.com

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Tel: 860 379-6889
Fax: 860 738-1272

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Suite 208
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Tel: 508 721-7600
Fax: 508 721-7610

Civil, Environmental and Hydrogeological Consultants

January 24, 2020

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

RE: Proposal for Professional Services, Prepare Schematic Design Plans and Cost Estimates for 10,000 gallon Underground Fuel Tank Replacement, Fields Elementary School, Bozrah, CT

Dear Mr. Zorn:

Thank you for meeting me at the school this week, to discuss the need to prepare plans and contract documents for the removal and replacement of the existing 10,000 gallon underground fuel tank. We completed two very similar projects last year, in Barkhamsted and Franklin, and have a good idea of the steps necessary to complete the project.

As discussed in the field, two options available are to: 1) replace the existing single wall underground tank with a double wall underground tank at the same location, or 2) replace the underground tank with a new above-ground tank (ConVault) and locate it behind the school.

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Please contact me with any questions or comments.

Respectfully submitted,
Lenard Engineering, Inc.

A handwritten signature in cursive script that reads 'Jim Ericson'.

James E. Ericson, PE
Vice President

ACCEPTED BY: _____

DATE: _____