

**FACILITIES SUBCOMMITTEE MEETING
MINUTES**

October 9, 2018

5:30 p.m.

Ellie's Conference Room

6254 Main Street

Trumbull, CT

In attendance:

Jeffrey M. Donofrio, Chairman

Lucinda Timpanelli, Board Member (via telephone)

Michael Ward, Board Member

Dr. Gary Cialfi, Superintendent

Mark Deming, Facilities Director

Also in attendance

Cynthia Katske, Chief Administrative Officer

Loretta Chorey, Board Member

Sean O'Keefe, Business Administrator

The meeting was called to order at 5:32 p.m. By unanimous consent, minutes of the August 14, 2018 meeting were approved.

Per Mr. Donofrio's request, Mr. Deming provided an update on the Booth Hill/Jane Ryan Window Replacement Project. He noted that he and Mr. Stein from Silver Petrucelli Associates will be working with the State on October 12 to finish Phase II approval. Discussion ensued. Once State's approval is received, the Building Committee will meet and move the project forward to the Town Council for approval.

Mr. Donofrio stated that as previously discussed, the First Selectman is requesting the Board develop a 10 year Capital Plan. Discussion took place regarding a needs and facilities assessment to determine space

needs and how to best service them. He suggested hiring a consultant to assist with the assessments and when completed, pursuing an RFP. Dr. Cialfi stated that a K- 12 full enrollment study is currently taking place, and this information provides space utilization information in terms of need over the next 10 years. Discussion ensued. Mr. Deming stated that the cost for the assessment was requested in the 5 Year Capital Plan this year. Discussion ensued.

Mr. Donofrio shared that he received an email from Ronald Bathrick from RZ Design Associated, Inc. stating that he would help resolve the Trumbull High School RAHU 2 air handler issue. Dr. Cialfi disseminated the scope of work from Mr. Bathrick for the Committee's review. Discussion ensued (see attached).

It was moved (Ward) seconded (Timpanelli) to approve the October 5, 2018 proposal from RZ Design Associates, Inc. Vote: unanimous in favor.

Mr. Deming presented an update regarding Security Bond items noting that several projects have commenced and that there are others pending based upon the opportunity to begin construction. Discussion ensued (see attached).

The next meeting will be held on Tuesday November 27, 2018 at 5:30 p.m. Long Hill Ellie's Conference room.

It was moved (Ward) seconded (Timpanelli) to adjourn this meeting at 6:04 p.m. Vote: unanimous in favor.

October 5, 2018

Gary Cialfi – Superintendent of Schools
Board of Education
6254 Main Street
Trumbull, CT 06611
Bloomfield, CT. 06002

\$3500⁰⁰

Re: Trumbull High School RTU Trouble Shoot

Dear Gary,

We are very pleased to have this opportunity to provide to you this proposal for professional engineering services. It is our understanding that the project is best described as the investigation of recurring damage to RTU RAHU-2. To complete this work, the following items shall be considered as our "Scope of Services" (hereinafter called the "Project") and will be provided by our firm.

SCOPE OF SERVICES -- INCLUDED

A. HVAC Systems

- 1) We will review all original equipment documents, repair work orders, BMS trend logs, correspondence, interview equipment supplier and BMS providers and other pertinent items to determine what has caused the recurring failures.
- 2) We will prepare a final report listing our findings and include any affidavits gathered during the investigation process

SCHEDULE FOR COMPLETION OF SCOPE OF SERVICES

It is very important that we meet your schedule, and provide to you the project in a timely manner. We would therefore suggest that a completion schedule of approximately four to eight weeks be established to complete our services on the project. The actual completion dates will be established based on the receipt date by this office of your acceptance of this proposal.

FEES FOR SCOPE OF SERVICES

To complete the Professional Services required for the Project, we propose the following estimated fees based on hourly billings at the hourly rate of the person performing the service. See Hourly Rate Schedule below:

Not to exceed Fee

\$ 3,500.00

These budgetary values must not be considered as a "not to exceed" fees. If we determine that the budget is inadequate for the Project we will notify you in a timely manner and suggest to you an appropriate increase in the budget. We will not proceed with the Project or beyond the budgetary value without your expressed permission.

HOURLY RATE SCHEDULE

<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>
Principal-In-Charge	\$200/hr
Project Manager	\$175/hr
Senior Engineer	\$170/hr
Engineer	\$165/hr
Field Engineer	\$140/hr
Designer	\$125/hr
Administrative Assistant	\$80/hr

These budgetary values must not be considered as a "not to exceed" fees. If we determine that the budget is inadequate for the Project, we will notify you in a timely manner and suggest to you an appropriate increase in the budget. We will not proceed with the Project or beyond the budgetary value without your expressed permission.

In addition to the services listed above, reimbursable expenses incurred for this project, plus fifteen percent for administration costs shall be added to the monthly invoice. Items that are considered reimbursable expenses are listed within the "Terms and Conditions".

JOBSITE SAFETY CLAUSE

Neither the professional activities of the Design Professional, nor the presence of the Design Professional, or the Design Professional's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordination all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and Design Professional's personnel have no authority to exercise any control over any construction contractors or their entity or their employees in connection with their work or any health or safety precautions. The client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Design Professional and the Design Professional's consultants shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

TERMS AND CONDITIONS

*Legnos and Cramer, Inc. is now RZ Design Associates, Inc.
Serving the Community Since 1952*

TERMS AND CONDITIONS

This Agreement for Services (the "Agreement") is entered into by and between RZ DESIGN ASSOCIATES, INC., a Connecticut Corporation ("RZDA") and (the "Customer").

In consideration of the promises set forth below, the parties hereby agree as follows:

1. Services To Be Provided

RZDA agrees to perform for Customer the services (the "Services") set forth in the Proposal attached to the agreement as Exhibit A (the "Proposal"), which shall be considered a part of the Agreement. Any addition to or change in the Services must be reflected in a written document signed by both parties and attached to the Agreement.

2. Fee for Services

RZDA's fee for the Services shall be as specified in the Proposal. The fees quoted in the Proposal are exclusive of any applicable sales, use, service or other taxes arising out of or relating to the Services. All such taxes, except for taxes on the income of RZDA, shall be charged to Customer.

Unless otherwise stated, RZDA shall submit monthly statements for the Services rendered to date and expenses incurred. Customer shall pay all amounts owed to RZDA within thirty (30) days from the date of the statement. The client agrees to pay a finance charge of one and one half percent (1.5%) per month or to maximum rate allowed by law on past due accounts. The client will be liable for all court costs, disbursements, and reasonable attorney's fees incurred by RZDA, in collection of any outstanding invoices. Retainer fees paid in advance shall be applied to the final monthly statement. RZDA may suspend its performance of the Services if payment is not made when due.

3. Audit Report

Any M/E/P audit report or other document prepared for Customer by RZDA will represent conditions at the time of the audit. The report is for the sole and exclusive use of Customer. It is understood that Customer may provide its lender a copy of the report and that the lender may rely on the report in the same manner as Customer.

4. Insurance

RZDA maintains commercial general liability coverage and professional liability coverage. Certificates of insurance evidencing such coverage will be provided to Customer upon request.

5. Completion of Services

Unless expressly stated otherwise in the Proposal, interim and final completion dates for the Services are approximations only, and time shall not be of the essence. Without limiting the generality of the foregoing sentence, if any Service is delayed because of any reason beyond RZDA's control, completion dates may be extended by a reasonable time period by RZDA.

6. Risk Allocation

- 6.1 RZDA will perform the Services specified in the Proposal with the degree of care and skill normally exercised under similar circumstances by similar organizations in the profession.
- 6.2 RZDA does not warrant or guarantee, and shall not be responsible for:
 - a. The accuracy of any information or data provided to RZDA by Customer, Customer's agents, or other third parties, or conclusions in any report or design of RZDA based upon such information or data.
 - b. Information, statements or designs regarding past or future conditions of the site.
 - c. Information, statements or designs regarding the presence, condition or configuration of M/E/P equipment, ductwork, conduit, piping, or the like which is not visually observed or open to view at the site.
- 6.3 ALL OTHER WARRANTIES, DIRECT OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.
- 6.4 If loss or damage to Customer should result from the failure of performance or deficient performance by RZDA in providing the Services, the liability of RZDA, if any, shall be limited to a sum equal to the amount charged to Customer for the Services or Ten Thousand Dollars (\$10,000.00), whichever sum is greater. This limitation of liability shall apply to a claim for loss or damage whether based on a contract claim or a tort claim.
- 6.5 IN NO EVENT SHALL RZDA BE LIABLE FOR LOSS OF USE OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES FOR PERSONAL INJURIES, WHETHER BASED ON A CONTRACT CLAIM OR A TORT CLAIM.

7. Indemnification

Customer understands and agrees that RZDA will not be liable for any claim or action brought against RZDA by any employee of Customer or any third party arising from or relating to the Services rendered to Customer by RZDA. Customer hereby agrees to defend, indemnify and hold RZDA harmless from and against any such claim or action, and shall pay all costs of any such action, including but not limited to attorney's fees, judgments, damages and settlement costs, provided that RZDA gives Customer reasonable written notice of the claim or action. Notwithstanding the foregoing, this section shall not apply to claims or actions arising from any negligent or careless performances on the part of RZDA, its agents or employees.

8. Relation of Parties

The relationship between the parties hereto is one of customer and independent contractor, not employer and employee.

9. Force Majeure

No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, acts of war or intervention by any governmental authority.

10. Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Customer and RZDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Customer and RZDA further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

11. Applicable Law

The Agreement shall be construed and interpreted according to the laws of the State of Connecticut.

12. Entire Agreement

The Agreement (including the Proposal) contains all the terms of any agreement relating to the subject matter between RZDA and Customer, and may not be changed in any way except in a writing signed by both parties. The Agreement supercedes and cancels any previous understanding or agreement, written or implied, between the parties relating to the services covered hereby.

13. Subcontract

RZDA may, at its sole option, subcontract any portion of the Services to another entity. Such subcontractor shall be held to the same standard of care in rendering the applicable portion of the Services as RZDA hereunder. Notwithstanding anything herein to the contrary, nothing herein shall be deemed to create privity of contract between RZDA's subcontractor and the Customer.

14. Ownership of Documents

All documents produced by RZDA under this agreement shall remain the property of RZDA and may not be used by the Customer for any other endeavor without the written consent of the RZDA.

15. Hazardous Materials

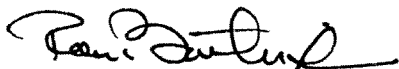
In consideration of the potential risks to the Engineer in rendering its services in connection with the project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Engineer, or subconsultants, which may arise out of or may in any way be connected by the presence of such hazardous materials.

Finally, we have attached to this Scope of Services our "Terms and Conditions" that details specific contractual items. Please review this carefully and acknowledge your acceptance of our "Terms and Conditions" by signing the last page of the document and returning one copy to our office. Once we have received the signed copy of the "Terms and Conditions", we will consider this to be your acceptance of this "Scope of Services" and "The Terms and Conditions". This shall constitute as our notice to proceed on the Project.

Thank-you very much for the opportunity to provide you with this proposal. Please sign and return a copy for our records. We will begin work upon your acceptance of this scope and Terms and Conditions.

Sincerely yours,

RZ Design Associates

A handwritten signature in black ink, appearing to read "Ron Bathrick", written in a cursive style.

Ronald L. Bathrick
Associate

September 21, 2018 Update on Implementation of Security Bond

	<u>Timeline for Completion</u>
1) Vestibule locking mechanism for second door	
Elementary: Booth Hill, Daniels Farm, Frenchtown, Tashua, Trumbull Early Childhood Education Center.....	_____
Middle Schools: Hillcrest, Madison.....	_____
2) Vestibule cameras for all 10 schools and AgriScience.....	_____
3) Vestibule film for glass.....	_____
4) Vestibule (2-door "man trap") to be constructed at Jane Ryan and Middlebrook.....	_____
5) Vestibule Visitation Management System	
Elementary: Booth Hill, Daniels Farm, Frenchtown, Jane Ryan, Middlebrook, Tashua, Trumbull Early Childhood Education Center.....	_____
Middle Schools: Hillcrest, Madison.....	_____
High School: Trumbull High School.....	_____
6) Classroom, "Store room" type door locks to be installed:	
Elementary schools.....	_____
Middle schools.....	_____
High school.....	_____