

NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

CONTRACTOR: Fuss & O'Neill AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: _____

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: CARES ACT GRANT DATE: OCT 28, 2020

FUNDING SOURCE FOR AGREEMENT: CARES ACT GRANT / CORONAVIRUS RELIEF FUND

ACCT # FOR AGREEMENT: 2550-6105-56694-0442

ORIGINAL AMOUNT OF AGREEMENT: \$120,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$120,000.00

 x ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$120,000.00

 INCREASE OR DECREASE
 x NO CHANGE IN AMOUNT

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$120,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: CARES ACT GRANT / CORONAVIRUS RELIEF FUND
2550-6342-56694-0000

DESCRIPTION AND NEED FOR AMENDMENT: Account Number listed on original submission incorrect, this amendment is
to revise to the correct Account number.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: _____ (Name) _____ (Date)

(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, COO
Date: September 17, 2020
Re: F&O Agenda Item Request/Approval Agreement with Fuss & O'Neill

Contractor Name: Fuss & O'Neill

Contractor Address: 146 Hartford Road Manchester, CT 06040

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement? Agreement

Total Amount of Contract/Agreement and the Hourly or Service Rate: In an amount not to exceed \$120,000.00

Contract or Agreement #: N/A

Funding Source & Account #: ESSERF Grant/Coronavirus Relief Fund (CRF) **2550-6342-56694-0000**

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. What specific service will the contractor provide:

Agreement with Fuss & O'Neill for building reopening consulting services related to heating, ventilating, and air conditioning (HVAC) systems at multiple locations in New Haven, Connecticut during the COVID-19 pandemic from September 17, 2020 – June 30, 2021, in an amount not to exceed \$120,000.00.

2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:

We are leveraging the pricing under Fuss & O'Neill's contract with the state of Connecticut, 18PSX0153. The vendor's pricing was approximately 35% lower than the next-closest qualified firm.

3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?

N/A

4. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?** *New*
5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much?** *N/A*
6. **Is this a service existing staff could provide? Why or why not?**
Fuss & O'Neill will provide their expertise in regards to consulting services related to heating, ventilating, and air conditioning (HVAC) systems for building reopening due to the COVID-19 pandemic.



FUSS & O'NEILL

September 14, 2020

Mr. Michael Pinto
Chief Operating Officer
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

via email: MICHAEL.PINTO@new-haven.k12.ct.us

RE: Proposal for Engineering Services
New Haven Public Schools - School Reopening Assistance
Various Locations, New Haven, CT 06519
Fuss & O'Neill Reference No. 20200824.A10

Dear Mr. Pinto:

Fuss & O'Neill, Inc. (Fuss & O'Neill) is pleased to submit this proposal for building reopening consulting services related to heating, ventilating, and air conditioning (HVAC) systems at multiple locations in New Haven, Connecticut during the COVID-19 pandemic. Our Scope of Services for this project, based on our discussions, is included below.

Project Understanding

Fuss & O'Neill understands that New Haven Public Schools (the "Client") is looking to re-occupy their schools and would like Fuss & O'Neill to evaluate the ventilation systems to reduce the potential for the spread of COVID-19 in 44 school buildings. We understand that the Client would like Fuss & O'Neill to provide an HVAC assessment for the following schools/buildings:

- 1 Early Learning Center
- 31 PreK-8, Elementary, and Middle Schools (addresses listed below)
- 9 High Schools (addresses listed below)
- 2 Transitional Schools
- 1 Adult & Continuing Education Center

Buildings within this scope are listed below:

- | | |
|---|--|
| - Adult Education Center | - Bishop Woods Architecture & Design Magnet |
| - Augusta Lewis Troup School | - Brennan Rogers School of Communication and Media |
| - Barnard Environment Studies Interdistrict Magnet School | - Celentano School |
| - Benjamin Jepson Magnet | - Clemente Leadership Academy |
| - Betsy Ross Arts Magnet | - Clinton Avenue School |

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Manchester, CT
06040
† 860.646.2469
800.286.2469
f 860.533.5143

www.fando.com

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

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- Columbus Family School
- Conte West Hills School
- Cooperative Arts And Humanities High School
- Davis Academy for Arts and Design Innovation
- Dr. Reginald Mayo Early Learning Center
- East Rock School
- Edgewood School
- Elm City Montessori
- Engineering & Science University Magnet School
- Fair Haven School
- Gateway To College
- High School In The Community
- Hill Central Music Academy
- Hill Regional Career Magnet
- James Hillhouse High School
- John C Daniels School of International Communication
- John S Martinez Sea & Sky STEM Magnet School
- King Robinson Interdistrict Magnet School
- Lincoln Bassett School
- LW Beecher Museum School of Arts & Sciences Interdistrict Magnet
- Mauro Sheridan Science, Technology & Communications School
- Metropolitan Business Academy
- Nathan Hale School
- New Haven Academy Magnet
- Quinnipiac School
- Riverside Academy
- Ross Woodward Classical
- Sound School
- Strong School
- Truman School
- West Rock STREAM Academy
- Wexler Grant School
- Wilbur Cross High School
- Worthington Hooker School

Project Approach

The American Society for Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Epidemic Task Force recommends HVAC systems that have been operated minimally or shut down be inspected, restarted, and functionally tested as if for new construction. While improving ventilation is not necessarily the only tool for reducing transmission of the virus that causes COVID-19 (maintaining social distancing and wearing face coverings are far more effective), some studies suggest that adjustments and attention to proper ventilation can reduce the viable virus load in indoor spaces.

Guidelines from the Center for Disease Controls (CDC), ASHRAE, and the Department of Health (DPH) recommend a reduction in disease transmission from airborne particles by increasing outdoor air ventilation and filtration efficiency. Fuss & O'Neill will provide an assessment of the existing HVAC systems at the above referenced locations and a limited evaluation on dilution ventilation, exhaust, pressurization, airflow distribution & optimization, mechanical filtration, UV germicidal irradiation (UVGI), and humidity control to reduce dissemination of infectious aerosols in buildings.

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The purpose of this project is to provide a building reopening checklist for the Client, and gain an understanding of what the current mechanical systems are capable of and make recommendations on how to adjust the functions of those systems to optimize capabilities.

Scope of Services

Building Re-opening HVAC Check List

Fuss & O'Neill will provide the following services:

- Participate in a project initiation meeting via GoToMeeting with the Client to gain an understanding of the types of HVAC and building automation systems (BAS) in each building, the operating mode of equipment during the shutdown, as well as Owner's intended schedule for building re-opening.
- Review as-built drawings, previous commissioning reports, testing and balancing reports, and/or maintenance logs (if available) in order to tailor a recommissioning checklist that is specific to the buildings and major systems.
- Provide an HVAC re-opening strategy and functional checklist for each building. The checklist will include the latest Covid-19 school reopening guidelines from CDC, ASHRAE, and CT DPH.
- Review equipment operating status, damper positions, and active alarms in building management system(s), if remote access can be granted.
- Provide a reopening and maintenance checklist for major HVAC systems for each building.
- Conduct a limited field assessment for each school building in the upcoming weeks. We will focus on major ventilation systems such as rooftop unit, heat pump, unit ventilator, and energy recovery ventilator, etc.
- The walk-through visual inspection of each school building to review the overall indicator of building health typically will include spot checking the following:
 - a. Current/recent suspect mold and/or mildew growth
 - b. Moisture, leaks, and water damage
 - c. Excessive accumulations of dust or pollen
 - d. HVAC equipment and associated hydronic water and air distribution systems
 - e. Inspection of outdoor air intakes
- Specific review of classrooms, nurse's suite and bathrooms.
- Pending receipt of installation drawings and BMS access, review of outside air flowrates will be evaluated for each piece of equipment within the base scope.
- Testing and Balancing is included as an optional item. Due to unknowns associated with any mechanical adjustments made since installation, we recommend a TAB budget of \$30,000. F&O will retain a Testing and Balancing sub-consultant to perform selective

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testing of the ventilation and exhaust components of the HVAC systems within each school, in order to understand general condition and sequences of operation.

Deliverable

The deliverable will be a series of reports, one for each building, which will include the following:

1. A list of applicable ASHRAE, CDC, DPH, and State guidelines on infectious aerosols used as a basis for this assessment.
2. An HVAC re-opening checklist that incorporates field observations of major equipment conditions and major deficiencies.
3. Short term recommendations of ventilation improvement opportunities for each building.
4. Long term recommendations for new and existing technologies to upgrade/modify existing AHU/HVAC systems.

Draft reports will be submitted to the Client for review. Final reports will address the review comments and will be submitted in electronic format. Due to the large number of buildings, draft reports will be submitted as each building is completed. No presentations are included in this proposal.

Assumptions

This proposal assumes the following:

1. The Client will provide Fuss & O'Neill with access to all buildings, and maintenance personnel knowledgeable with the HVAC systems will be available to accompany the field visits.
2. Full recommissioning of HVAC and plumbing systems per ASHRAE Standard 0 is not included.
3. A detailed list of HVAC inventory is not included.
4. The Client will provide Fuss & O'Neill with remote access to the BMS system (if available).
5. Indoor Air Quality (IAQ) testing is not included but can be provided with additional authorization.
6. HVAC upgrade design is not included. Implementation of any recommendations is not included but can be provided with additional authorization.
7. Presentations and in-person meetings are not included but can be provided with additional authorizations.



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Schedule & Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis for a fee of \$90,000. Testing and Balancing Services, if opted, will be provided through our subcontractor for an additional \$30,000. We will invoice monthly based on a percent completion. We are prepared to complete the proposed tasks within ten (10) weeks of receipt of Authorization to Proceed. Any additional services for this project requested by the Client will be proposed and provided under a change order to this Agreement.


General Terms and Conditions

The attached General Terms and Conditions will apply to the services described above.

Receipt of a signed copy of the Authorization to Proceed or issuance of a purchase order referencing this proposal will serve to authorize the work outlined above.

Thank you for requesting engineering services from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,


Jennifer Thurber, PE
Senior Mechanical Engineer

Elizabeth Landry, PE, CEM, CBCP
Vice President



Authorization to Proceed
New Haven Public Schools School Re-opening Assistance
Various Locations, New Haven, CT 06095
Fuss & O'Neill Reference No. 20200824.A10

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated September 14, 2020. I understand that billing will be monthly, payable within thirty (30) days of date of invoice with interest accruing at the rate of 1.5% per month thereafter. A 15% administration charge will be added to subcontract services that are billed through Fuss & O'Neill. I further understand that the New Haven Public Schools will be responsible for the reasonable cost of collection.

Printed Name	Date
Signature	Title

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between New Haven Schools (Client) and Fuss & O'Neill, Inc. (Consultant) dated September 14, 2020 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information

- as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development,

construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the

interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Connecticut

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or

non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at 146 Hartford Road, Manchester, CT 06040 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to

bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the State of Connecticut.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a

trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services

under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that

failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.



FUSS & O'NEILL

September 14, 2020

Mr. Michael Pinto
Chief Operating Officer
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

via email: MICHAEL.PINTO@new-haven.k12.ct.us

RE: Proposal for Engineering Services
New Haven Public Schools - School Reopening Assistance
Various Locations, New Haven, CT 06519
Fuss & O'Neill Reference No. 20200824.A10

Dear Mr. Pinto:

Fuss & O'Neill, Inc. (Fuss & O'Neill) is pleased to submit this proposal for building reopening consulting services related to heating, ventilating, and air conditioning (HVAC) systems at multiple locations in New Haven, Connecticut during the COVID-19 pandemic. Our Scope of Services for this project, based on our discussions, is included below.

Project Understanding

Fuss & O'Neill understands that New Haven Public Schools (the "Client") is looking to re-occupy their schools and would like Fuss & O'Neill to evaluate the ventilation systems to reduce the potential for the spread of COVID-19 in 44 school buildings. We understand that the Client would like Fuss & O'Neill to provide an HVAC assessment for the following schools/buildings:

- 1 Early Learning Center
- 31 PreK-8, Elementary, and Middle Schools (addresses listed below)
- 9 High Schools (addresses listed below)
- 2 Transitional Schools
- 1 Adult & Continuing Education Center

Buildings within this scope are listed below:

- Adult Education Center
- Augusta Lewis Troup School
- Barnard Environment Studies Interdistrict Magnet School
- Benjamin Jepson Magnet
- Betsy Ross Arts Magnet
- Bishop Woods Architecture & Design Magnet
- Brennan Rogers School of Communication and Media
- Celentano School
- Clemente Leadership Academy
- Clinton Avenue School

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New Haven Public Schools
 September 14, 2020
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- Columbus Family School
- Conte West Hills School
- Cooperative Arts And Humanities High School
- Davis Academy for Arts and Design Innovation
- Dr. Reginald Mayo Early Learning Center
- East Rock School
- Edgewood School
- Elm City Montessori
- Engineering & Science University Magnet School
- Fair Haven School
- Gateway To College
- High School In The Community
- Hill Central Music Academy
- Hill Regional Career Magnet
- James Hillhouse High School
- John C Daniels School of International Communication
- John S Martinez Sea & Sky STEM Magnet School
- King Robinson Interdistrict Magnet School
- Lincoln Bassett School
- I.W Beecher Museum School of Arts & Sciences Interdistrict Magnet
- Mauro Sheridan Science, Technology & Communications School
- Metropolitan Business Academy
- Nathan Hale School
- New Haven Academy Magnet
- Quinnipiac School
- Riverside Academy
- Ross Woodward Classical
- Sound School
- Strong School
- Truman School
- West Rock STREAM Academy
- Wexler Grant School
- Wilbur Cross High School
- Worthington Hooker School

Project Approach

The American Society for Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Epidemic Task Force recommends HVAC systems that have been operated minimally or shut down be inspected, restarted, and functionally tested as if for new construction. While improving ventilation is not necessarily the only tool for reducing transmission of the virus that causes COVID-19 (maintaining social distancing and wearing face coverings are far more effective), some studies suggest that adjustments and attention to proper ventilation can reduce the viable virus load in indoor spaces.

Guidelines from the Center for Disease Control (CDC), ASHRAE, and the Department of Health (DPH) recommend a reduction in disease transmission from airborne particles by increasing outdoor air ventilation and filtration efficiency. Fuss & O'Neill will provide an assessment of the existing HVAC systems at the above referenced locations and a limited evaluation on dilution ventilation, exhaust, pressurization, airflow distribution & optimization, mechanical filtration, UV germicidal irradiation (UVGI), and humidity control to reduce dissemination of infectious aerosols in buildings.



New Haven Public Schools

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The purpose of this project is to provide a building reopening checklist for the Client, and gain an understanding of what the current mechanical systems are capable of and make recommendations on how to adjust the functions of those systems to optimize capabilities.

Scope of Services

Building Re-opening HVAC Check List

Fuss & O'Neill will provide the following services:

- Participate in a project initiation meeting via GoToMeeting with the Client to gain an understanding of the types of HVAC and building automation systems (BAS) in each building, the operating mode of equipment during the shutdown, as well as Owner's intended schedule for building re-opening.
- Review as-built drawings, previous commissioning reports, testing and balancing reports, and/or maintenance logs (if available) in order to tailor a recommissioning checklist that is specific to the buildings and major systems.
- Provide an HVAC re-opening strategy and functional checklist for each building. The checklist will include the latest Covid-19 school reopening guidelines from CDC, ASHRAE, and CT DPH.
- Review equipment operating status, damper positions, and active alarms in building management system(s), if remote access can be granted.
- Provide a reopening and maintenance checklist for major HVAC systems for each building.
- Conduct a limited field assessment for each school building in the upcoming weeks. We will focus on major ventilation systems such as rooftop unit, heat pump, unit ventilator, and energy recovery ventilator, etc.
- The walk-through visual inspection of each school building to review the overall indicator of building health typically will include spot checking the following:
 - a. Current/recent suspect mold and/or mildew growth
 - b. Moisture, leaks, and water damage
 - c. Excessive accumulations of dust or pollen
 - d. HVAC equipment and associated hydronic water and air distribution systems
 - e. Inspection of outdoor air intakes
- Specific review of classrooms, nurse's suite and bathrooms.
- Pending receipt of installation drawings and BMS access, review of outside air flowrates will be evaluated for each piece of equipment within the base scope.
- Testing and Balancing is included as an optional item. Due to unknowns associated with any mechanical adjustments made since installation, we recommend a TAB budget of \$30,000. F&O will retain a Testing and Balancing sub-consultant to perform selective

New Haven Public Schools

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testing of the ventilation and exhaust components of the HVAC systems within each school, in order to understand general condition and sequences of operation.

Deliverable

The deliverable will be a series of reports, one for each building, which will include the following:

1. A list of applicable ASHRAE, CDC, DPH, and State guidelines on infectious aerosols used as a basis for this assessment.
2. An HVAC re-opening checklist that incorporates field observations of major equipment conditions and major deficiencies.
3. Short term recommendations of ventilation improvement opportunities for each building.
4. Long term recommendations for new and existing technologies to upgrade/modify existing AHU/HVAC systems.

Draft reports will be submitted to the Client for review. Final reports will address the review comments and will be submitted in electronic format. Due to the large number of buildings, draft reports will be submitted as each building is completed. No presentations are included in this proposal.

Assumptions

This proposal assumes the following:

1. The Client will provide Fuss & O'Neill with access to all buildings, and maintenance personnel knowledgeable with the HVAC systems will be available to accompany the field visits.
2. Full recommissioning of HVAC and plumbing systems per ASHRAE Standard 0 is not included.
3. A detailed list of HVAC inventory is not included.
4. The Client will provide Fuss & O'Neill with remote access to the BMS system (if available).
5. Indoor Air Quality (IAQ) testing is not included but can be provided with additional authorization.
6. HVAC upgrade design is not included. Implementation of any recommendations is not included but can be provided with additional authorization.
7. Presentations and in-person meetings are not included but can be provided with additional authorizations.



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Schedule & Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis for a fee of \$90,000. Testing and Balancing Services, if opted, will be provided through our subcontractor for an additional \$30,000. We will invoice monthly based on a percent completion. We are prepared to complete the proposed tasks within ten (10) weeks of receipt of Authorization to Proceed. Any additional services for this project requested by the Client will be proposed and provided under a change order to this Agreement.

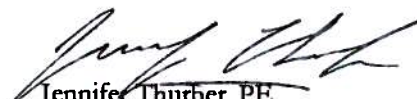
General Terms and Conditions

The attached General Terms and Conditions will apply to the services described above.

Receipt of a signed copy of the Authorization to Proceed or issuance of a purchase order referencing this proposal will serve to authorize the work outlined above.

Thank you for requesting engineering services from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,



Jennifer Thurber, PE
Senior Mechanical Engineer



Elizabeth Landry, PE, CEM, CBCP
Vice President



Authorization to Proceed
New Haven Public Schools School Re-opening Assistance
Various Locations, New Haven, CT 06095
Fuss & O'Neill Reference No. 20200824.A10

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated September 14, 2020. I understand that billing will be monthly, payable within thirty (30) days of date of invoice with interest accruing at the rate of 1.5% per month thereafter. A 15% administration charge will be added to subcontract services that are billed through Fuss & O'Neill. I further understand that the New Haven Public Schools will be responsible for the reasonable cost of collection.

<u>Michael Pinto</u> Printed Name	<u>Sept. 16, 2020</u> Date
<u>Michael Pinto</u> Signature	<u>Chief Operating Officer</u> Title