

December 15, 2025

Jessica Kristy, MPH
Director of Health
Naugatuck Valley Medical Reserve Corps Director
Region 5 Medical Reserve Corps Coordinator
Region 5 ESF #8 Chair
Naugatuck Valley Health District
98 Bank Street, Seymour, CT 06483

RE: Naugatuck Valley Health District Architectural/Engineering Services Phase II
Location: 98 Bank Street, Seymour CT
Sq. Footage: 16,450 sq. ft.
Id3a project #: 238.01.001

Dear Ms. Kristy,

On behalf of ID3A and Oak Point Studio, I am pleased to present our proposal for Phase II of the Naugatuck Valley Health District renovations of the Site and Building located at 98 Bank Street in Seymour CT. Phase II will encompass Design Development, FF&E, Construction Documentation, Bidding and Permitting, Construction Administration, Project Closeout and Consultant Coordination throughout the design process. Based on our previous proposal and our preliminary conversations, we understand the scope and intent of the project will be as follows:

Design Development Scope of Services

Upon approval of this proposal, the Project Team will begin the Design Development phase, to be completed in 8 weeks, refining the Schematic Design to expand upon items that were of importance to Board Members and Staff based upon the meeting held in July and to capture additional items that were discovered based on the review of the feasibility study and cost estimate. In addition, requested additional scope has been added to this proposal including a cost breakdown for the water infiltration and parking lot lighting, and additional items that were discussed after the cost estimate had been finalized. Design Development drawings will be completed to resolve building issues and describe the size, location and character of each element of the entire project pertaining to architectural, structural, mechanical, electrical systems, and materials. This process will also include:

- Provide narrative of scope of the project of import to SHPO and coordinate Historical components of the design with GNCB. Participate in correspondence with SHPO to review the requirements, incorporate any required revisions into the project documents
- Review documents for compliance with applicable regulatory codes
- Prepare Design Development level documents comprised of preliminary plans (including ceiling plans and finish plans), elevations, sections, interior elevation, equipment layouts, and schedules.
- Mechanical, electrical and plumbing coordination
- Structural Coordination
- Civil Coordination
- Environmental Coordination
- Preliminary hardware, window and door schedules
- FF&E recommendations, clarification from owner is required to determine what is to be repurposed.
- Finish selections
- Finalize required and optional additional scopes and programming.

- Pricing package for DD Phase Cost Estimate and Coordination.
- 65% design deliverables to the Owner for review and approval to proceed

Furniture, Fixtures & Equipment Selection Scope of Services

In coordination with the design development phase, the project team will work with the Leadership team at NVHD to determine the need and quantities of any new furniture and equipment needed. In addition, ID3A in coordination with the consultants to incorporate equipment and specialty items that will influence the design and will be vital to document in the full Construction Documentation Set: This process will include:

- Owner shall provide preliminary inventory of furniture to remain.
 - ID3A will travel to site to review furniture items and power infeed's if required based on furniture selected to be reused.
- Selection of style for the Demountable Partitions.
- Selection of style, quantities or any additional furniture required to finalize fit out the spaces.
- ID3A will provide recommendations on furniture vendors if NVHD does not have a preferred vendor.
- Mechanical, electrical and plumbing equipment coordination.
- Final layout and selections based on NVHD discussions
- Documentation of final furniture specifications and final coordination.
- Punch list of furniture after installation has been completed. Site visits included under CA. Site visits will be included under CA.

Construction Documentation Scope of Services

The Construction Documentation Phase is estimated to be completed in approximately 12 weeks.

Upon approval of the design development documents, our team will prepare Construction Documents which consist of contract drawings, specifications, general conditions, instructions to bidders and other necessary documents. Elements of the Construction Documents phase include:

- Complete Finish, hardware, window and door schedules, details, and specifications
- Detailed plans, elevations, sections and details describing typical and special conditions within the project
- Annotation of the Drawing set.
- Collaborate with Engineers to document MEP/FP, Structural, Civil, Environmental items, as well as owner supplied items including IT, AV and Security for a coordinated set of Construction Documents for bidding.
- Finalize the specification sections appropriate to the project and assemble the General Conditions and specifications into a Project Manual, which together with the Drawings comprise the Construction Documents.
 - Prepare coordinated set of Construction Documents for bidding.
 - In the instance a Cost Estimate is required at the end of Construction Documentation, ID3A will coordinate with the cost estimates and consults to review comments and answer questions.

Bidding & Permitting Scope of Services

The Bid Phase includes assistance with creating and issuing the bid package, and with negotiating the award of the Construction Contract. ID3A will assist the NVHD team in:

- Producing the Invitation to Bidders
- Advertisement of the Bid
- Conducting the Pre-Bid Job Walk with potential bidders
- Maintaining a current list of Planholders and distributing correspondence to the planholders.
- Responding to pre-bid RFI's and issuing necessary addenda prior to the bid.
- Conducting/assisting with the Bid Opening, and review of the Bids
- Assistance with Bid Negotiations culminating in the Award of Contract.
- If not handled by the Contractor, submitting the drawings for permit through the specified website.

Construction Administration & Closeout Scope of Services:

CA includes weekly Owner-Architect-Contractor (OAC) meetings between the ID3A Project Manager, the selected General Contractor, the NVHD team, and ID3A design consultants.

- Preconstruction meeting including the OAC team as well as major subcontractors as deemed appropriate, to review the project scope and requirements prior to commencement of work
- The Project is assumed to be phased, and final scheduling will be determined and issued by the General Contractor.
- Design Team review and approval of Submittals, RFIs, and Proposed Change Orders
- Architect review of Contractor's monthly Payment Applications
- On-site observation is provided throughout this phase to prepare Field Observation Reports for distribution to the contractor/construction manager and owner that enumerate our findings relative to the conformance of the work with the requirements of the Contract Documents. Deviations are noted and necessary solutions solicited from the contractor. Site Visits: 1 person 9 visits; this includes Construction and furniture punch list
- Construction Administration current schedule indicates a 6-month construction schedule, which could extend based on phasing, followed by 3-4 weeks of furniture and equipment installation and move-in. We expect final inspections and certificates of occupancy to be completed by the end of the 6-month construction schedule. CA will include review of submittals, responses to RFI's, issuance of change directives, review of contractor pay applications and change orders, weekly virtual meetings, once a month field visits, field reports, punch list based on contractor generated lists, and issuance of substantial completion.

Closeout begins after the construction has reached Substantial Completion and ends when all elements of the construction contract have been completed. Typical tasks include:

- Review of O&M Manuals for Owner's records
- Review of As-built drawings
- Review of final cost documentation

Consultant Services:

We have included the costs for the following Engineers of Record in design development and construction coordination of the drawings, bid phase and construction administration phases:

- Van Zelm Engineers as the Mechanical, Electrical, and Plumbing Engineer
- GNCSB as the Structural Engineering and Historical Consultant
- Macchi Engineers, LLC as the Civil Engineer

Additional consultants for the project include:

- Fuss & O'Neil for Environmental Engineering
- Milestone as Cost Estimator

Required Scope of work Requested by Owner:

In addition to the scope determined by the cost estimate approval, the below add alternate scope process has been included for the water infiltration concern on the lower level and additional parking lot lighting.

- Site visit to review locations of water infiltration.
- Additional samples or some destructive probes may need to be made to understand the water infiltration issues and exterior wall construction. During Design development.
- During Design Development ID3A will coordinate with GNCSB to review findings and discuss solutions to mitigate the issue.
- Design options will be developed and presented to NVHD for review and approval.
- The final design will be included in the design development cost estimate.
- During construction documentation, the approved solution will be designed and detailed as required for bidding and construction.

- In addition, items related to construction administration, i.e., REI, submittals, etc. are included in the additional services scope.
- Id3A will also work with a lighting vendor to Select the appropriate fixture and style for the parking lot lighting.
- Parking lot lighting style and requirements will be discussed with NVHD
 - ID3A and will coordinate with Van Zelm Engineers for final fixture style and locations.
- Per the initial proposal, 6 month estimated construction schedule was anticipated. Based upon the cost estimate received an additional 6 months will potentially be added to the overall schedule. Additional site visits past the initial 6-month estimated construction schedule per the RFP due to phasing will be an additional fee.
 - We assume an additional 6 months. Including 2 site visits per month.

Anticipated Schedule:

- Design Development: estimated 8 weeks
- Furniture Fixtures and Equipment: estimated 4 weeks (concurrent with design development)
- Construction Documents: estimated 12 Weeks
- Bidding and Permitting: estimated 4 Weeks.
- Construction Phase: Original proposal estimated 6-month construction schedule. The Cost estimate indication is approximately 12 months.
- Furniture and equipment installation, and move- in estimated 3-4 weeks

We understand the start dates have not been determined. We are anticipating January 2026 to start Design Development and final documentation for Bidding and Permitting by June 2026. Start date is dependent upon signed contract date and is subject to change.

Proposed Fee:

The following fee includes our services for the scope listed above. It does not include additional services. Upon clarification we will update the proposal accordingly. The base fee is 8% of construction cost \$5,538,839 minus the SD phase.

Phase	ID3A	Van Zelm	GNCB	Fuss & Oneil	Macchi	Milestone	Total Fee
Design Development	\$60,500	\$38,000	\$7,5000	\$1,588	\$22,000		\$129,588
Construction Documentation	\$60,500	\$38,400	\$11,250	\$3,800	\$7,000		\$119,950
Construction Administration	\$51,900	\$23,800	\$6,250		\$8,750		\$91,700
Cost Estimate at DD	\$2,400					\$6,900	\$9,300
Weekly Meetings			(Hourly as Required)				(Hourly as Required)
Sub Total	\$175,300	\$100,200	\$25,000	\$5,388	\$37,750	\$6,900	\$350,538
Furniture							
Furniture	\$25,000						\$25,000
Sub Total	\$25,000						\$25,000
Required Additional Scope							
Water Mitigation Study and Design	\$6,000		\$3,000 (Hourly)		\$5,750		\$14,750
Mold Remediation Specification				\$1,500			\$1,500
Eversource Utility Coordination		\$5,000					\$5,000
Site Lighting	\$1,000	\$6,500			\$2,250		\$10,000
Generator Design		\$9,500					\$9,500
Extended CA	\$10,000	\$8,000					\$18,000
Sub Total	\$17,000	\$29,000	3,000	\$1,500	\$8,250		\$58,750.00
Optional Additional Scope							
Cost Estimate at CA	\$2,400					\$8,800	\$11,200
Mold Visual Inspection & Sampling				\$4,000			\$4,000
Radon Sampling				\$5,000			\$5,000
Sub Total	\$2,400			\$9,000		\$8,800	\$20,200.00
Reimbursable Expense Allowance	\$10,000	\$1,500	.70 per/mile				
Fee Total	\$175,300	\$100,200	\$28,000	\$5,388	\$37,750		\$350,538
Furniture	\$25,000						\$25,000
Additional Scope	\$19,400	\$29,000	\$3,000	\$10,500	\$8,250	\$8,800	\$58,750
Reimbursable	\$10,000	\$1,500	.70 per/mile				\$11,500 + .70 per/mile
Grand Total	\$229,700	\$130,700	\$28,000 + .70 per/mile	\$15,888	\$46,000	\$15,700	\$465,988.00

Additional Notes:

Environmental CA: \$18,445.00

(Note: * It is the recommendation of id3a to contract this portion of the project directly with the owner)

Hourly Rates

ID3A	Rate per Hour
Principal	\$200
Sr. Project Architect	\$150
Project Architect	\$120
Sr Designer	\$120
Sr Project Designer	\$115
Architect/Designer	\$100
Interior Designer	\$90
Drafting	\$80
Direct Administration Support	\$50

Reimbursable Expense Allowance:

In addition to the lump sum fees, ID3A shall be reimbursed for actual out-of-pocket costs plus a 10% mark-up, for printing and reproduction, local and out of town transportation and accommodation costs, postage, express mailing, and other expenses directly related to the execution of the project.

Additional Services:

If Naugatuck Valley Health District should request additional services not included within the scope of this proposal, ID3A shall be compensated on an hourly basis in accordance with the above standard rates. These hourly rates will be billed monthly and are subject to modification at any time to reflect changing market conditions. Prior to executing any Additional Services, ID3A will provide NVHD with a fee for each service.

Payment for basic and additional services plus all reimbursable expenses will be payable monthly. All invoices will be due to ID3A 30 days after they are rendered. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,



Stevanie Demko IIDA
Principal ID3A an Oak Point Studio



PROPOSAL FOR ENGINEERING SERVICES

**To: Stevanie Demko
Id3A – An Oakpoint Studio
655 Winding Brook Drive
Glastonbury, CT 06033**

**Date: 12/05/2025
11/10/2025**

**For: Naugatuck Valley Health District
98 Bank Street Renovation
Design and Construction Phases

Seymour, Connecticut**

van Zelm # 2024130.01

This proposal is based on:

NVHD 98 Bank Street - MEP Schematic Design Narrative dated April 15, 2025

Discussion/Project meeting on November 3, 2025

Proposal request email on October 20, 2025, with additional information provided on November 7, 2025.

I PROJECT SUMMARY

The Project will consist of:

The Naugatuck Valley Health District (NVHD) has approved a full renovation of their existing historic building, located at 98 Bank Street in Seymour. This project includes a full renovation of the existing occupied Lower and Main floors, as well as the unoccupied Upper floor.

The project will include all new lighting, power, fire alarm, HVAC and Plumbing systems throughout to support the new floorplan layout and site improvements. A new dedicated 800 amp electrical service will also be required to support the new utility requirements.

The building area renovation is approximately 16,000 square feet.

The building is currently listed on the Historical Database.

This project may include a phased design approach, to support building occupancy during the proposed renovations.

VAN ZELM HEYWOOD & SHADFORD, INC.

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LONGMEADOW, MA 01106
P: 617.218.9976

10 TALCOTT NOTCH
FARMINGTON, CT 06032
P: 860.284.5064
www.vanzelm.com

862 BRAWLEY SCHOOL ROAD, SUITE 207
MOORESVILLE, NC 28117
P: 704-799-7275

The proposed Construction Value is as follows:

Total Project Cost : \$ 5,962,148.00
Total Construction Cost : \$ 5,538,839.00
MEP Construction Cost : \$ 2,042,975.00
(including contingency
and fees)

II PROJECT SCHEDULE

The anticipated project schedule is outlined below:

<i>Phase</i>	<i>Duration (months)</i>	<i>Schedule</i>
Schematic Design	N/A	Already Completed
Design Development	2	12/08/25 – 02/06/26
Contract Documents	3	02/09/26 - 05/15/26
Bidding & Negotiation	1	05/18/26 – 06/15/26
Construction Administration	6	06/18/25 – 12/18/26

III BASE SCOPE OF SERVICES

A. This proposal covers the following engineering services:

- Mechanical – HVAC
- Mechanical – Plumbing
- Electrical (including Fire Alarm)

B. van Zelm will execute the defined Scope of Services based on timely, consistent and complete information provided by the Client and/or Owner. Over the course of the project, should this information materially change, affecting directly or indirectly the magnitude, schedule, or characteristics the work being executed by van Zelm, the Scope of Services and associated fees will require appropriate adjustment. The impact from such changes may not be immediately evident, therefore van Zelm is to have a reasonable period of time to evaluate and provide notice of potential impact of said changes.

van Zelm will perform these services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality, under the same or similar circumstances.

In the event that the Client enters into an agreement with the Owner or Owner’s agent that is inconsistent with the provisions in this proposal, this proposal shall govern unless otherwise agreed to by van Zelm and the Client.

By Reference, the following documents will govern the Scope of Services, Terms and Conditions where not otherwise covered in this Proposal and its Attachments.

- AIA Document C401 (2017) – Standard Form of Agreement Between Architect and Consultant

C. Base Scope of Services and Deliverables by Phase:

SCHEMATIC DESIGN

- *Already completed under a separate proposal*

D. DESIGN DEVELOPMENT

- The Design Development phase work will be based on program requirements and system approaches developed and accepted during Schematic Design.
- Gather additional technical information from Architect and Owner regarding equipment and program requirements and assess their impact on the design and capacity of environmental and electrical systems.
- Based on any additional criteria supplied by the Owner, Architect or Specialty Consultants who may be involved, review and incorporate this information into the project design. Specialty Consultants might include: Structural, Civil, Sustainable Design, Energy Modeling, Security, Lighting, Acoustical, Environmental, or Technology.
- Coordinate the new electrical service requirements with the Owner and Architect, as well as the Site/Civil engineer and Utility Company (Eversource). See ‘Clarifications and Exclusions’ for additional information.
- Prepare drawings, sketches, and project specifications which will define the proposed work in sufficient detail for Owner review and budget estimating. Progress documents will be submitted for review and comment within the design team or Owner when requested.
- Periodically review the development of the building design with the Architect and other members of the Design Team to assess changes in plan or scope which may have impact on the proposed Mechanical or Electrical systems.
- Consider and evaluate options for adjustment or changes to the Mechanical or Electrical system design layout or approaches based on further development of the overall building design and Owner feedback.
- It is assumed that any specific program requirements that may have significant impact on the Mechanical or Electrical system size, approach, or arrangement will be defined during this phase of work and provided to van Zelm with adequate time to review and respond before completion of this phase of work.
- Participate in up to **(4)** virtual meetings with the Design Team, Owner, or other representatives to collaborate, review or present design approaches or collect more detailed program requirements.
- Review and comment on a cost estimate prepared by Others for the proposed work. It is assumed that the project cost estimate will be reconciled before continuation into the next phase of work.
- Respond to Owner’s comments on the submitted Design Development phase documents.
- Completion of this phase will establish direction for the work to be developed further in the next phase of design.

Deliverables:

- (1) Progress document submission for review
- Floor plans for each trade, system risers, preliminary equipment selections and/or sizing, and basic details.
- Draft Specifications
- Eversource Coordination and Utility submission requirements.

E. CONTRACT DOCUMENTS

- At the start of the Contract Documents Phase of work, it is assumed that the project scope, cost, and budget have been reconciled.
- Prepare final Drawings and Specifications for purposes of bidding and construction.
- Participate in up to **(6)** virtual meetings with the Design Team, Owner, or other representatives to collaborate and review the coordination and layout of work in more detail and adjust work to accommodate further development of the overall building design. Evaluate and respond to changes that may have a significant impact on the Mechanical and Electrical systems approach, size, or layout.
- Coordinate with any Specialty Consultants to collect detailed requirements for completion of the Mechanical and Electrical Contract Documents.
- It is assumed that all specific program requirements that impact the Mechanical or Electrical system size, approach, or arrangement will be finalized during this phase of work and provided to van Zelm with adequate time to review, respond and incorporate before completion of the final Contract Documents.
- It is assumed that programmatic revisions or alternate bid scope will be identified within the sequence of the design and will not involve the rework of previously completed work.
- It is expected that all Value Engineering (Value Management) activities will have been completed within the Contract Documents Phase, with sufficient time to incorporate without redesign of previously completed work.
- Perform a detailed in-house quality control review of the Construction Documents prior to issuance for bid with final document revisions as necessary.
- Review and comment on a cost estimate prepared by Others for the proposed work.
- Respond to Owner's comments on the submitted Design Development phase documents.

Deliverables:

- (2) Progress document submissions for review
- Floor plans for each trade, system risers, equipment schedules and details
- Specifications

F. BIDDING & NEGOTIATION

- Attend a pre-bid conference and review mechanical, electrical, and telecommunications design documents with bidders.
- Respond to bidder's questions and prepare addenda, as required.
- Review bids with the Architect and Owner.

G. CONSTRUCTION ADMINISTRATION

- Review of Contractor's submittals for the Mechanical and Electrical scope of work. This proposal includes a maximum of 2 reviews of any single submittal.
- Review and respond to Contractor's RFI's when generated for reasonable need for clarification.

- Periodic site observation visits will be undertaken to review work in place and assess conformance with Contract Documents. We have included an allowance of (2) construction site visits in our base services. Additional site observation visits can be provided as an additional expense.
- Attend construction phase meetings with Contractor, Owner, and Architect as requested. We have included an allowance to attend up to (12) construction phase meetings (virtual bi-weekly for 6 months) in our base services. Attendance at additional meetings can be provided as an additional expense.
- Preparation of Bulletins for work which is being added or modified for accommodation of the Contractor will be provided as an additional service.
- Preparation of Bulletins for work which is being added or modified by change in program or requested change in previously established scope will be provided as an additional service.
- Change order proposals from the contractor will be reviewed for general conformance with the requested scope. Detailed review of quantities and unit pricing is excluded.
- Prepare a final punch list upon notification from the contractor that the work is complete. This proposal includes (2) site visits for conducting a single, building wide punch list of the completed work and for conducting any follow-up visits to verify corrective work has been completed. If additional site visits are required, these can be provided as an additional service.
- Refer to Optional Services for expanded Construction Administration Services that may be provided if requested.
- Review of contractor’s final deliverables, such as “as-constructed” record documents (as-builts) and Operation & Maintenance Manuals.
- After turnover of the project, van Zelm will participate in up to (1) site visits and closeout meetings with the Owner. Additional site visits can be provided as additional services.

H. BUILDING INFORMATION MODELING (BIM) SERVICES

- Pre-Schematic and Schematic Design phase work and any required document deliverables will be prepared in 2D format, using annotated PDF’s, REVIT or ACAD as applicable.
- The development of 3D BIM representations of existing MEP systems is excluded from our base services.
- The execution of the MEP trade design work within a BIM model is highly dependent on the base model being supplied for our use. The MEP trade design work will be impacted by inaccuracies or incomplete elements of the BIM model on which the MEP work is dependent. No presumption of any level of physical coordination should be assumed unless the design process has progressed with adequate time and direction for work to be presented in a 3-dimensional environment.
- Under base services, the intent of the MEP systems being represented in a BIM model is for coordination of large system elements with related construction. The fundamental deliverable under these services is 2-dimensional documents for the purpose of defining the scope of work for bidding and construction. It is NOT intended that the BIM elements representing the MEP systems will be used electronically by the Contractor for takeoff or their contractual coordination.
- Extent of BIM content will be reviewed and agreed upon with the Architect before commencement of these efforts by van Zelm. If more detailed BIM representation of MEP systems is required beyond that customarily provided, additional services may apply.
- van Zelm utilizes Autodesk REVIT as our standard BIM platform.

- Modifications of the BIM model for the Owner’s use is not included as part of our base services. BIM Model will not be updated as part of record drawings except as may be elected to generate PDF/ACAD deliverables that includes design team bulletins through construction.

I. SUSTAINABLE DESIGN SERVICES

- van Zelm will work with the Design Team and Owner to establish project goals for specific energy performance and low environmental impact.
- Interface with Energy Modeling Consultant and other team members to develop mechanical and electrical system alternatives for further evaluation and establishment of the “Reference Building Baseline.” Energy modeling services are understood to be provided by others, and are not part of this proposal. van Zelm will review and comment on modeling results.
- Interface with lighting and/or daylight modeling consultant if engaged for the project.
- Energy conservation measures (ECMs) will be defined during the Schematic Design phase and further developed in Design Development. Cost estimating for, and life cycle cost analysis of, individual ECMs is not included in our Base Services.
- Construction Documents will be prepared for the selected set of ECMs and incorporated into the final building design.
- Building commissioning is a requirement for many building performance rating and incentive programs such as LEED. Commissioning is not included in our Base Services, however we will review and assist in the process of selecting a third party Commissioning Agent if desired.
- We will design traditional building systems with ECMs defined as part of our Base Services. Design of complex non-traditional building systems (such as photovoltaics, cogeneration, or solar thermal) which may require research and development are excluded from our base services.
- We will participate in the utility incentive process as part of our base services, but energy or life cycle analysis associated with such process would be handled as additional services.

IV FEE STRUCTURE

The following fees will apply for the work presented in this proposal. The scope and associated fees are based on the information available to us at this time. Should the project scope or range of services materially change, adjustments may be necessary.

A. BASE SERVICES

The following fees will apply for the base scope of services.

Phase	FEE
Design Development	\$ 38,000.00
Contract Documents	\$ 36,900.00
Bidding & Negotiation	\$ 1,500.00
Construction Administration	\$ 23,800.00
TOTAL BASE SERVICES FEE	\$ 100,200.00
Requested Additional Services	
Eversource Utility Coordination	\$ 5,000.00
Site Lighting Design	\$ 6,500.00
Emergency Generator Design	\$ 9,500.00
Extended Construction Administration	\$ 8,000.00
Sub-Total Additional Services	\$ 29,000.00
TOTAL PROJECT FEE	\$ 129,200.00

B. ADJUSTMENTS TO SCOPE AND FEES

Unless agreed otherwise, any authorized additional services will be billed hourly per the rates listed on **Rate Schedule A.**

C. REIMBURSABLE EXPENSES

Reimbursable expenses are NOT included in the proposed fees and will be billed in accordance with **Rate Schedule B.** Please carry an allowance of **\$1,500.00** for Reimbursable expenses.

D. TERMS AND CONDITIONS

Billing will be presented monthly reflecting the effort expended to date. Billing will be based on the total project fee, assigned to the project phases as indicated above.

V **OPTIONAL SERVICES**

The following Optional Services are available for your consideration:

1. Enabling Package, Issue of Multiple Bid Package, or Pre-Purchase Equipment Package

Unless specifically noted otherwise in this proposal, our base services expectation is that the entire scope of the proposed project will be issued as a single set of construction documents. If the project necessitates the issue of multiple bid packages, including pre-purchase packages for long lead time items, then additional fees will apply. Upon definition of the desired scope, we would be pleased to provide a proposal to cover these services.

2. Eversource Incentive Engagement and Application

VanZelm will research and provide information on the basic energy incentives related to the MEP systems that area available for the project as part of the base scope of work in this proposal. These options will be provided early in the Design Development phase in order to allow the owner/client the opportunity to review and decide if they would like to pursue the potential incentives. If the owner wishes van Zelm provide assistance with the application process for the defined incentives (filling out of the necessary spreadsheets, submitting the submission paperwork including equipment cut sheets, control sequences, virtual meetings with Eversource, etc) then additional fees will apply. Upon definition of the desired scope, we would be pleased to provide a proposal to cover these services.

3. Energy Modeling

van Zelm can provide Energy Modeling services for design support, LEED Documentation, or Incentive/rebate programs.

Upon definition of scope of work, we would be pleased to provide a proposal to cover the necessary services.

4. Expanded or Extended Construction Administration Services

The level of effort required during construction is highly dependent on the management of the project and roles and responsibilities that are assumed or needed from each member of the Design, Construction, and Owner teams. Our proposal includes a basic level of support for construction activities, assuming that duly qualified contractors are hired and the project is effectively managed. If needed or desired, additional support may be necessary or requested and can be provided as an additional service. Factors such as excessive RFIs, incomplete or multiple resubmittals, the need for more regular or full time site observation, more frequent meetings, or changes to the sequence of or duration of construction activities may require additional compensation.

5. Preparation of “As-Constructed” Record Drawings

Preparation of “As Constructed” (as-built) Record Drawings are the responsibility of the contractor throughout the construction duration and maintained as part of the coordination set of drawings. If the contractors “As-Constructed” mark-ups are to be incorporated into the design model, additional compensation will be required for this effort.

6. Commissioning Services

van Zelm can provide commissioning services if desired. There are many possible approaches to the commissioning process; we would be happy to review options and provide a proposal for the desired extent of services.

VI CLARIFICATIONS AND EXCLUSIONS

The following will serve to further clarify and define the extent of services covered by this proposal and assumptions which have been made.

- This proposal assumes that with the exception of the major electrical gear, the remaining mechanical, electrical and plumbing distribution throughout the building will not be reused, and floors are considered to be a full gut. Identification of all existing MEP utilities for potential re-use has not been included in this proposal.
- This proposal excludes engineering analysis or studies associated with environmental licensing of mechanical or electrical systems. A separate environmental consultant should be retained for the services.
- Identification of, and development of remediation methods for hazardous materials are excluded.
- We will review cost estimates prepared by others and interface, as necessary, to establish accurate budgets for responsible portion of the work. The preparation of detailed cost estimates are excluded from our base services. Value engineering redesign work after the completion of the Design Development phase is excluded, but can be provided as an additional service, if required.
- It is anticipated that a Construction Manager and/or Cost Estimating Consultant will be employed to provide detailed budgeting services. In developing energy conservation measures (ECMs), it is assumed that the cost for each measure will be developed by the Construction Manager or Cost Estimating Consultant.
- If BIM (REVIT) is being used for the project, we assume that your office will maintain a central BIM Model and manage the exchange of model information between consultants. Whether in BIM (REVIT) or cad (AutoCad), background for all areas where Mechanical and Electrical work will be required will be provided.
- Our base scope of services does not include work associated with the LEED certification process, but this can be provided as an additional service if LEED certification is pursued.
- This proposal does not include full Commissioning Services or interface with a commissioning consultant if engaged by others. Full Commissioning Services can be provided by our office, if desired, as additional services.
- Design of Fire Protection systems is not included. As noted by the Fire Marshall during the Schematic Design Phase, a Fire Protection (Sprinkler) system will not be required for this building.
- Site / Utilities:
 - This scope includes interior design of mechanical and electrical systems to within 5' outside of building. We will interface as required with a Site/Civil Engineer, who will provide design of site sanitary drainage, storm drainage, fuel gas, and water services.
 - Design of a new Electrical utility infrastructure to support the proposed building renovations is included this proposal. Services for this effort would include the following:

- Engage Eversource and request a "work order" number to begin the new electrical service process for the Client.
 - Provide a detailed load letter to Eversource for the proposed electrical loads of the building
 - Coordinate (1) meeting on-site with the Eversource Engineer, VanZelm, Site/Civil engineer and Architect to discuss which utility pole will serve the new electrical service, the new transformer location, service disconnect location and other updated utility requirements.
 - Provide the necessary early documentation to Eversource including the following:
 - Preliminary Electrical gear cut sheets.
 - Preliminary Electrical one-line diagrams.
 - Electrical site utility plans, to be sent in conjunction with Site/Civil plans
 - Updated load letter as necessary
 - Coordinate via phone/teams with Eversource as necessary to gain pre-approval for the new service based on he provided data. Maintain written documentation of all communications with Eversource, and copy to Architect, Owner and Team.
 - Provide any updates to electrical gear, loads and equipment locations throughout the design process
 - Provide meeting minutes to document discussions, decisions and approvals.
 - Following the project award, all Eversource utility engagement, coordination and approvals will be the responsibility of the Electrical Contractor and/or GC/CM. VanZelm will provide the preliminary coordination documentation package to the contractor for their use in coordination with the electrical utility requirements.
 - Van Zelm has accounted for approximately 25 hours to accommodate this effort within our base fee. If additional time is required due to unforeseen Eversource issues and/or lack of contractor engagement and coordination, we will provide an additional service for this effort.
- Design of site lighting has been included as an Owner Requested Add Service. VanZelm will design the new site lighting for the project, with the following clarifications:
 - VanZelm will specify the site lighting fixtures and poles, however selection of the lighting fixtures shall be by the Architect in coordination with their preferred lighting vendor.
 - VanZelm will document the site lighting circuiting and controls, conduits and lighting specifications.
 - The Site/Civil engineer will provide the proposed/preliminary layout of the site lighting poles for the site.
 - All final locations for poles, bases and conduits shall be by Site/Civil.
 - Pole bases shall be designed by structural engineer.
 - Existing Conditions:
 - It is assumed that complete and accurate documentation of existing conditions is available. This proposal does not include detailed investigation or documentation of existing conditions.

- Other Consultants:
 - van Zelm will not seal documents prepared by other Design Professionals or consultants engaged for this project.
 - Specialized lighting or daylighting consultation services are excluded, but coordination with a Lighting Consultant and basic fixture selection is included in our base services.
 - If necessary for execution of this project, we assume that specialty consultants will be retained by others for scope such as the following:
 - Acoustic and vibration analysis
 - Environmental
 - Code Consultant
 - Energy Modeling
 - Complete mechanical and electrical service requirements for equipment or systems that are specified by others is to be provided to van Zelm in a timely manner in order to incorporate required work into our documents.
 - Design of wiring systems for telecommunications and other specialized wiring systems is excluded from our base scope of services. It is assumed that systems for data, telephone, video, audio/visual, paging, clock and security systems will be designed by others. Raceways, power and environmental conditioning systems to support the systems will be designed to the extent that these requirements are defined to us by the appropriate consultants. In general, these provisions will be as follows:
 - Outlet box with conduit to accessible ceiling (locations provided by others).
 - Telecommunications grounding systems.
 - Power adjacent to outlets and to support head-end equipment.
 - Backbone conduits between telecom rooms.
- Construction Phase:
 - Preparation of “As-Designed” record drawings **IS NOT** included in base services.
 - Review of Contractor prepared As-Constructed drawings is included, but conforming the original Contract Documents for “as-constructed record drawings” is excluded. If requested, this can be provided as an additional service.
 - It is expected that the Contractor will maintain an up to date set of conformed documents throughout construction. The Contractors’ as-built 3-D coordination model is expected to be deliverable to the Owner and represent physical placement of building systems.
 - This proposal and base scope of services assumes that the Contract Documents issued by van Zelm will be enforced by the Client and Owner in all aspects of the work including Contractor’s obligations to coordinate and manage the execution of work.
 - The level of effort required during construction is highly dependent on the management of the project and the roles and responsibilities that are assumed or needed from each member of the Design, Construction, and Owner teams. Our proposal includes a basic level of support to construction activities, assuming that duly qualified contractors are hired and the project is effectively managed. In certain cases, additional support may be either necessary or requested and can be provided for additional fees. Refer to Optional Services – Expanded Construction Administration Services.

- This proposal is based on the project scope, schedule, and construction value as described herein. Any significant change to these parameters will require reevaluation of van Zelm’s scope and fee structure.

VII LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officer's, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

VII ATTACHMENTS

The following Attachments have been included with this proposal:

Rate Schedule A	<i>Billing Rates</i>
Rate Schedule B	<i>Reimbursable Expenses</i>
	NVHD 98 Bank Street - MEP Schematic Design Narrative dated April 15, 2025

VIII ACCEPTANCE AND AUTHORIZATION

Proposal Submitted By:

VAN ZELM HEYWOOD & SHADFORD, INC.

Adam J. Ducki

Adam J. Ducki
(Name)

Associate & Team Leader
(Title)

December 5, 2025 ~~October 17, 2025~~
(Date)

Distribution:

Steve S. Krawczynski , CEO
 Beatrice Chipelo, Director of Finance
 Patricia Bilotto, Director of Marketing

U:\2024\2024130.01\Finance\Demko, Naugatuck Valley Health District - 98 Bank Street Renovation - Design and CA Phase, AJD, 112025 Rev2.docx

November 21, 2025

id3A, LLC
655 Winding Brook Dr,
Glastonbury, CT 06033
(860) 657-2500
KBlack@id3architecture.com

Attn: Katie Black / Senior Designer

Re: Proposal for Structural Engineering Services
NVHD Renovation, Seymour, CT
GNCB Proposal Number: 24137.00

Katie,

Thank you for the opportunity to submit this proposal for structural engineering services for the above-mentioned project. The project, located at 98 Bank Street in Seymour, CT, includes the renovation of an existing two-story historic building with a walk-out basement and the design of new exterior canopies. The project is conceptually defined by drawings & written narratives provided during the Schematic Design phase. This proposal is based on e-mails sent between GNCB and id3A, LLC regarding the project and your approach.

PROJECT DESCRIPTION

- Replace existing elevator with a new LULA lift into the existing elevator shaft.
- Installation of new mechanical units in the attic between existing heavy timber roof trusses.
- Reconfigure attic access hatch.
- Design new exterior canopies in place of an existing exterior steel stair & canopy to be removed.
- Modification of the existing main level entrance.
- Provide structural consulting during the renovation process including design and construction phases.

SCOPE OF SERVICES

We propose that GNCB Consulting Engineers, P.C., perform the following structural scope of services:

CONSTRUCTION DOCUMENTS

- Coordinate the documents with other disciplines, utilizing architectural drawings as backgrounds.
- Prepare structural calculations (internal use only, not to be distributed or submitted).

- Seismic analysis and potential seismic retrofit, based on code requirements and/or owner's discretion.
- Prepare structural drawings (PDF), suitable for bid, permit, and construction, using Autodesk Revit.
- Specify structural design criteria for Delegated Design engineer's design if required.
- Prepare detailed project specifications, coordinated with other disciplines for structural system(s).
- Prepare structural inspection protocol, including the Statement of Special Inspections, as required in Chapter 17 of the IBC.

BIDDING / NEGOTIATION

- Assist in bidder and bid evaluation.
- Assist owner in evaluating alternatives proposed by contractors.
- Respond to requests for information (RFIs) during bid process.

CONSTRUCTION ADMINISTRATION

- Provide consultation to the contractor for the clarification of structural design details, including response to RFIs, and provide structural bulletins as required to clarify construction requirements.
- Review shop drawings and submittals for items designed by the EOR and for Delegated Designed structural elements for general conformance with the intent of the contract plans and specifications.
 - Such a review does not indicate approval of dimensions, quantities, coordination with other trades, nor work methods of the contractor, which are indicated thereon.
- Review special inspection and testing reports prepared by the Owner's Special Inspection agency and testing laboratory under the specifications and respond.
- Provide structural observations periodically during the structural construction effort. This will consist of site visits to observe the general progress of construction at critical stages, and to form an opinion as to the extent with which the contractor is conforming to the design intent. Following each field observation, GNCB will provide a structural field report documenting our on-site observations.
 - This is not intended to serve as Special Inspection services or as an alternative to services normally provided by testing agencies.
 - Up to (3)-site visits/project meetings are included during construction. If additional site visits are required, they will be charged on an hourly basis using rates noted in **EXHIBIT B**.

CONTINGENCY: CONSTRUCTION CHANGES / CONCEALED CONDITIONS (AS REQUIRED)

- This line item is intended to capture any unforeseen conditions or changes during construction such as:
 - Contractor's means and methods requiring changes to the design or drawings during construction.
 - Owner requested a change(s) to the design or drawings during construction, requiring additional analysis, design, or drafting time.
 - Conditions concealed during design phase(s) which are uncovered during construction and require additional analysis, design, or drafting time to remediate.
- GNCB will do its best, in good faith, to address conditions visible during the design phase(s) and to make the contractor aware of potential concealed conditions that need to be field verified.

FEE ARRANGEMENT

We propose providing the above services for a Lump Sum Fee of **Twenty-Five-Thousand** Dollars (\$25,000), broken down as follows:

Phases	Lump Sum Fee
Design Development	\$7,500
Construction Documents	\$10,000
Bidding / Negotiation	\$1,250
Construction Administration	\$6,250
Total Lump Sum Fee	\$25,000
<i>Weekly Meetings (As Req'd)</i>	<i>Hourly, As Req'd</i>
<i>Contingency (As Req'd)</i>	<i>Hourly, As Req'd</i>

We will invoice monthly based on percentage of completion and payment is due within 30 days of receipt of invoice. Weekly Meetings, if required, and reimbursable expenses, such as printing, express mail, and travel are in addition to the lump sum fee above and will be billed in accordance with the enclosed schedule (**EXHIBIT B**).

Contingency to be billed at hourly rates, for any existing conditions or coordination items that arise outside of the **SCOPE OF SERVICES**.

ADDITIONAL STRUCTURAL ENGINEERING SERVICE(S)

FOUNDATION WALL WATER INFILTRATION EVALUATION

- Visit the site to survey the foundation walls where water infiltration has been observed and assess the condition of the foundation at the observable location(s).
- This assessment will be limited to visible areas of the foundation walls.
- GNCB will provide a Condition Assessment Report discussing observations of the visible areas at the time of the initial site visit and include any recommendations for repairs if required.

These services will be provided on an hourly basis. Current hourly rates are shown on the enclosed schedule (**EXHIBIT B**). We recommend you budget **\$3,000** for this work. We will not exceed this budget amount without prior written authorization from you based on any unforeseen conditions.

We will invoice monthly based on number of hours worked and payment is due within 30 days of receipt of invoice. Reimbursable expenses, such as printing, express mail, and travel are in addition to the lump sum fee above and will be billed in accordance with the enclosed schedule (**EXHIBIT B**).

QUALIFICATIONS

GNCB **DOES NOT PROVIDE** the following services:

- Geotechnical investigation or engineering.
- Design of stairs, except for reinforced concrete.
- Light gage metal framing design (to be designed by contractor's detailer).
- Preparation of shop drawings of any kind.
- Preparation of cost estimates of any kind.
- Design of shoring and underpinning systems for construction of the foundation system.
- Structural engineering services for construction means or methods, formwork, or construction rigging.
- Surveys and field measurements to verify existing construction, foundation investigations, and permits.
- Existing Buildings:
 - Identification of remediation of in-situ hazardous materials.
 - Opening probe holes, supplying access (ladders, lifts, etc.), or repairing probes.

This proposal is valid for sixty days. If the services covered by this proposal have not been completed within 15 months of the date of contract execution, the amount of compensation may be adjusted.

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that assumptions being made regarding conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building, GNCB states and the client acknowledges that GNCB does not warranty in any way the integrity, structural or otherwise, of any part of the existing building.

Additional Terms and Conditions

See **Exhibit A** (attached) for additional terms and conditions. Please sign and date in the area below to acknowledge acceptance of this proposal and its terms. Direction, whether oral or written, to commence work or services on the project shall be deemed as a binding acceptance of all terms and conditions set forth herein, unless and until a superseding written agreement is fully executed by both parties.

Thank you for contacting us to provide structural engineering services. I hope that this proposal meets your needs. If you have any questions, please feel free to contact me. We look forward to working with you on this project.

If this proposal is acceptable, please acknowledge by signing below.

Sincerely,

GNCB Consulting Engineers, P.C.



Joshua Dobbs-McAuliffe, P.E.
Associate

E-mail: dobbs_mcauliffe@gncbengineers.com

Phone: (860) 388-1224

Accepted By:

Client Name / Title

Company Name

Client Signature

Date

EXHIBIT A - Terms and Conditions

GNCB Consulting Engineers, P.C., (GNCB) shall perform the services outlined in this agreement for the stated Fee Arrangement.

Access to Site

Unless otherwise stated, GNCB will have access to the site for activities necessary for the performance of the services, GNCB will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon. GNCB, and its subconsultant contractors, will take reasonable precautions to minimize damage to below grade utilities, based on readily available information, and/or verbal information or plans as provided by the Client or property owner; if need GNCB can arrange for a private utility locator at an additional cost.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the Scope of Services Fee Arrangement.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and GNCB may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay cost of collection, including reasonable attorney's fees.

Indemnifications

The Client shall indemnify and hold harmless GNCB and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except GNCB) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If GNCB has reason to believe that such a condition may exist, GNCB shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) GNCB has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and GNCB shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and GNCB, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, GNCB's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total

amount of \$50,000.00, the amount of GNCB's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to GNCB's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay GNCB for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

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

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of GNCB.

Dispute Resolution

Any claim or dispute between the Client and GNCB shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of GNCB.

EXHIBIT B



SCHEDULE OF CURRENT HOURLY BILLING RATES

SR. PRINCIPAL	250
PRINCIPAL	220
ASSOCIATE	180
SENIOR ENGINEER	150
PROJECT MANAGER – ENGINEERING	140
ENGINEER	125
DESIGN ENGINEER	115
PROJECT MANAGER – TECHNICAL SERVICES	115
ENGINEERING TECHNICIAN	90
ADMIN SUPPORT	90

Schedule of Reimbursable Expenses

NOTE: Printing expenses for in-house printing shall be as scheduled below. All printing done outside of the office shall be billed by the printer. Receipts will be maintained for all charges and bills for all reimbursable expenses.

OVERNIGHT MAIL	Actual cost
PHOTOCOPIES/PRINTING	Actual cost
PLOTS	\$4.25/sheet
MILEAGE BY AUTOMOBILE	per federal rate (0.70/mile)
TRANSPORTATION, MEALS, AND LODGING FOR TRAVEL	Actual cost
OTHER REIMBURSABLE EXPENSES	Actual cost

No other expenses will be incurred on behalf of the Client without the Client's advance authorization. Fifteen percent will be added to Reimbursable Expenses to cover related bookkeeping and administrative costs.

Billing for Consultant Expenses

If Subconsultants such as Testing Agencies or other Professional Consultants are billed through GNCB Consulting Engineers, P.C., fifteen percent will be added to those Expenses to cover related bookkeeping, liability insurance and administrative costs.

These rates are current as of January 1, 2025 and are subject to change each January 1st.

November 25, 2025

Katie Black
Senior Designer
Id3A, LLC
655 Winding Brook Drive
Glastonbury, Connecticut 06033

**RE: Amendment #1 - Hazardous Building Materials Consulting Services
Naugatuck Valley Health District, 98 Bank Street, Seymour, CT (the "Site")
Fuss & O'Neill, Inc. No. 20240516.A10**

Dear Ms. Black:

Fuss & O'Neill, Inc. (Fuss & O'Neill) is pleased to submit this proposal amendment for hazardous building materials consulting services at the Site. This proposal amendment was developed for the exclusive use of Id3A, LLC (the "Client").

Design Scope of Services

A. Limited Asbestos Inspection – Additional Work (Completed)

Our May 22, 2024 agreement includes an estimate for 175 samples for polarized light microscopy (PLM) asbestos analysis as part of the limited inspection which was based on similar buildings we have performed work at and without any renovation plans. Our agreement states that based on our evaluation of the Site and review of renovation plans, additional samples may be required. We collected 34 samples beyond the estimate. We have included costs associated with the additional laboratory analysis and labor to collect the samples.

B. Asbestos Abatement Design/Specification Development – Additional Work

1. Specification Modifications and CTDPH AWP Application and Filing Fee

Fuss & O'Neill has completed technical specifications in accordance with our current agreement. Fuss & O'Neill identified asbestos containing materials during our limited inspection. Asbestos plaster and pipe insulation as well as pipe dope are present throughout the building. The extent and locations that removals will be required to accommodate other trade work is unknown (not depicted on renovation plans). Fuss & O'Neill has included costs for meetings, correspondence, asbestos abatement specification revision and plan revisions as well as developing allowance(s) and a unit price specification section to support bids for the abatement work.

In addition, asbestos pipe insulation debris was identified in the lower level basement and delaminated/dislodged pipe insulation may be present in other areas at the Site not visually accessible. With the asbestos debris condition, an alternative work practice (AWP) filing to the Connecticut Department of Public Health (CTDPH) will be necessary to accommodate abatement work. An AWP allows for modification to required work practices as long as proposed methods are within certain guidelines and as protective as requirements. Due to the existing pipe insulation condition, traditional removal methods cannot be exercised. A Fuss & O'Neill licensed Asbestos Project Designer will develop the AWP. A \$200.00 filing fee is associated with the application. We have assumed the CTDPH will not request a Site visit to review the application.

Katie Black
November 25, 2025
Page 2

2. Pre-Bid Meeting and RFI Response

Fuss & O'Neill will assist in the bid process by attending one pre-bid meeting with contractors and responding to applicable requests for information (RFIs).

Construction Administration Scope of Services

C. Asbestos Building Materials Construction Administration/Project Monitoring

1. Pre-Construction Meeting

Fuss & O'Neill will attend one pre-construction meeting with the Client, Owner and selected abatement contractor.

2. Contractor Submittal Review

Fuss & O'Neill can provide the necessary advice and support to evaluate abatement contractor submittals. To accomplish this task, Fuss & O'Neill will review the abatement contractor's submittals and provide feedback. We have included one round of review as part of the fees.

3. Project Monitoring

Fuss & O'Neill will provide trained, Connecticut-certified Asbestos Project Monitors to verify adherence to technical specifications and the AWP when on Site. The following is assumed for work scope:

- The AWP in the basement will require background air samples prior to removal to document existing conditions. This work area will require Fuss & O'Neill on site during the entire process (containment construct to tear down). We have assumed 3 days.
- Fuss & O'Neill will not be on-site full time for any other abatement conducted in the building after basement AWP work is completed.
- The additional work areas to the above have been assumed the following:
 - Seven (7) containments to address pipe insulation abatement on the Lower Level. These containments will include material removal less than 500 linear feet or 1,500 square feet requiring post abatement re-occupancy air testing by Phase Contrast Microscopy (PCM) method.
 - Cement panels, insulated doors, chimney breaching will be removed intact not requiring negative pressure enclosure (NPE) and post abatement re-occupancy air clearance sampling.
 - Window work will be conducted exteriorly to the building and will not require NPE, and post abatement re-occupancy air clearance sampling and the Owner will not require Fuss & O'Neill to monitor the work.
 - No other abatement work in the basement with exception of the above noted.
 - Upper level plaster and pipe insulation abatement associated with bathroom 305, 307 and kitchen 306, requiring post abatement re-occupancy air testing by Transmission Electron Microscopy (TEM).

Katie Black
 November 25, 2025
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Fuss & O'Neill has assumed 11 days on Site for project monitoring. This is subject to change based on contractor means and methods, schedule, crew size etc. This is our best estimate based on what is known currently. Upon project completion, we will prepare a monitoring summary report that will include a summary of the project with the results of the post abatement clearance sampling.

Design Project Fees

A. Limited Asbestos Inspection – Additional Work (Completed)

1. Additional labor and PLM analysis costs for 34 building materials	\$1,588
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B. Asbestos Abatement Design/Specification Development – Additional Work

1. Specification Modifications and CTDPH AWP Application and Filing Fee	\$2,600
2. Pre-Bid Site Meeting and RFI Responses	\$1,200

Total Cost Estimate \$5,388

Construction Administration Fees

C. Asbestos Building Materials Construction Administration/Project Monitoring

1. Pre-Construction Meeting	\$850
2. Contractor Submittal Review	\$850
3. Project Monitoring:	
o 11 days licensed CTDPH Project Monitor	\$12,100
o Project Management	\$2,250
o 7 PCM Air Clearances Laboratory Analysis	\$630
o 1 TEM Air Clearance Laboratory Analysis	\$440
o Sampling Equipment, Reimbursable Expenses	\$425
o Report	\$900

Total Cost Estimate \$18,445

Katie Black
November 25, 2025
Page 4

Optional Scope of Services

D. Mold Visual Inspection and Surface Sampling - Basement

Fuss & O'Neill will conduct a visual and olfactory assessment of the Site in the basement area only due to Owner information that the area has had water impact. If necessary, we will collect moisture measurements from building materials with a Delmhorst™ moisture meter to determine moisture content of those surfaces.

Fuss & O'Neill recommends that if there is a history of water intrusion, visual evidence of efflorescence and/or mold that the surfaces are cleaned and potentially treated (mold/mildew primer and paint etc.). Visual evidence of impact may be enough to contribute to next steps.

If the Owner wants testing of surfaces for mold analysis we can collect surface (swab) sampling for Direct Microscopic Examination and subsequent fungal identification. We would include up to 4 samples.

E. Mold Remediation Specification

Fuss & O'Neill can develop mold remediation specifications for the basement area to provide information to a contractor for safety awareness, cleaning and treatment standards and bests practices.

F. Radon Sampling

In accordance with sampling procedures identified by the American Association of Radon Scientists and Technologists (AARST) document, *Protocol For Conducting Measurements of Radon and Radon Decay Products in Multifamily, School, Commercial, and Mixed-Use Buildings*, ANSI/AARST MA-MFLB-2023, Fuss & O'Neill will place short-term charcoal radon canisters within all non-residential ground-contact locations including rooms, offices, and other general use areas that are occupied or intended to be occupied (11 samples) and on upper floors at least one but not less than 10% of all occupied or intended to be occupied rooms (3 samples) for a total of 14 samples. Additionally, for quality control/quality assurance (QA/QC) purposes, 2 duplicate samples and 1 closed canister will be collected and submitted for laboratory analysis. We will submit a **total of 17 canisters** for analysis to the Radon Testing Corporation of America (RTCA) located in Elmsford, New York. RTCA is approved for laboratory analysis or radon nationally by the National Radon Safety Board and the CTDPH.

To obtain the most accurate readings, all windows and outside doors shall be closed as much as possible for 12 hours before the test and throughout the sampling period. High volume window fans, air conditioners, etc. should not be used during this time. The canisters should be left in place and not disturbed during the sampling period. It is recommended that radon testing be performed between October and March as this is the time of year that provides a more closed building condition.

For the purposes of this proposal, we have assumed all sampling devices can be deployed during one Site visit and that all can be retrieved during one Site visit. We will rely on your organization to provide access to the spaces and coordinate conditions as described above. Additionally, should initial sample results indicate a location (or locations) at the Site to exceed the Environmental Protection Agency (EPA) Action Level (AL) of 4.0

Katie Black
November 25, 2025
Page 5

PicoCuries per Liter (pCi/L), additional sampling of these areas/locations is required to verify the initial result prior to taking any additional steps. Costs associated with any required additional Site visits to place or retrieve the canisters or for resampling due to lost/missing containers or results above the EPA AL will be an additional fee. Results of the sampling event will be documented in a report.

Optional Project Fees

D. Mold Visual Inspection and Surface Sampling – Basement

1.	Labor, project management, four swab analyses, field equipment, report	\$4,000
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E. Mold Remediation Specification

1.	Specification Development	\$1,500
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F. Radon Sampling

1.	Labor, project management, 17 canister analyses, report	\$5,000
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Total Cost Estimate		\$10,500
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Terms and Conditions

The attached General Terms and Conditions will apply to the services described above. This proposal shall be valid for a period of 45 calendar days from the date of issuance.

Agreement for Services

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order (PO) referencing this proposal will serve to authorize the work outlined in the Scope of Services. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

Initiation of Services

Services will continue upon receipt of the signed Authorization to Proceed or PO. Please contact us if you have any questions related to this proposal. We look forward to continuing working with you.

Sincerely,

Kathleen C. Pane
Associate | Department Manager

Attachments: Authorization to Proceed
General Terms and Conditions

Authorization to Proceed

Kathleen C. Pane
 Associate | Department Manager
 Fuss & O'Neill, Inc.
 59 Elm Street, Suite 500
 New Haven, Connecticut 06510
 Email: kathleen.pane@fando.com

**RE: Authorization to Proceed
 Amendment #1 - Hazardous Building Materials Consulting Services
 Naugatuck Valley Health District, 98 Bank Street, Seymour, CT (the "Site")
 Fuss & O'Neill, Inc. No. 20240516.A10**

Dear Ms. Pane:

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the provided General Terms and Conditions and this proposal dated November 25, 2025. Fuss & O'Neill, Inc. will not continue work in advance of the executed authorization to proceed.

Design Project Fees \$5,388 is authorized (check which applies): No Yes

Construction Administration Fees \$18,445 is authorized (check which applies): No Yes

Optional Project Fees \$10,500 is authorized (check which applies): No Yes

Printed Name	Date
Signature	Title

Id3A, LLC– please complete information below.

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact:	Name:		
	Address:		
	Phone/Email:		
Accounts Payable Contact:	Name:		
	Address:		
	Phone/Email:		
Purchase Order Number:			

*** Indicate address, email address and website link if different than already provided.**

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Id3A (Client) and Fuss & O'Neill, Inc. (Consultant) dated November 25, 2025 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, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal, or governmental information concerning environmental, atmospheric, and geotechnical conditions and developments. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

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 (including, but without limitation, moneys that may become due or moneys that are due) under or interest in 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.

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 or litigation 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 shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. 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, pandemics, or epidemics. 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 P.O. Box 24567, New York, NY 10087-4567 or by EFT/ACH transfer to JPMorgan Chase Bank NA, Account #581937086, ABA #102001017. 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 laws 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. In no event shall Consultant be liable to Client, or any other person or entity, for any delays and/or costs associated with any hidden, unforeseen, or differing site or subsurface conditions. Any liability for such costs or delays shall be allocated to and remain the sole responsibility of Client. 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.



MICHAEL PLICKYS, P.E.
DOUGLAS CAMP, P.E.

MACCHI ENGINEERS, LLC

Diversified Structural and Civil Engineering Services

November 19, 2025

Ms. Katie Black
Senior Designer
id3A
655 Winding Brook Drive
Glastonbury, CT 06066

Re: Naugatuck Valley Health District (NVHD)
98 Bank Street
Seymour, CT 06483

Dear Katie,

Macchi Engineers is pleased to provide this scope of work and fee proposal for the site engineering design services required for the above referenced project.

The estimated construction budget is \$5,538,839 but excludes the site parking lot lighting and building water mitigation design. As requested, we have included that scope of work as a separate % requested scope+service. Refer to the % Assumptions+and % Fees Proposal+ sections of the proposal for additional information.

Generally speaking, this part of the project will provide the design services from the recommendations described in the schematic design (study-narrative phase). The main project focus still involves interior and exterior building renovations but will also include some site improvements. The civil scope of work will provide the design for the site layout/building ADA Access (if achievable), egress, vehicular movement patterns, parking, and any utility upgrades including providing fire protection piping (if required) to the existing building and requested scope services (if accepted).

The following assumptions have been made in the preparation of this proposal:

1. It appears no wetlands are located on the site therefore wet flagging delineation and local permitting is not included.
2. The previously completed boundary and topographic survey for the project study will be the basis for the existing conditions.
3. A Geotechnical Report will be provided including recommendations for the design of the pavement sections. We recommend the client provide this additional scope as could provide valuable insight to any possible groundwater elevations relating to the building water mitigation issues. If geotechnical reporting is not provided, we will provide a reasonable pavement section (or match existing).
4. The design and detailing of retaining walls, ramps, and stairs are excluded but can be provided as an additional service if desired.

Tel. 860 / 549-6190

44 Gillett Street, Hartford, CT 06105-2694

Fax. 860 / 524-5088

An Equal Opportunity Employer

Ms. Katie Black
Id3A, LLC

November 19, 2025

5. Based on the current developed nature of the site and limited site expansion areas it is unlikely new impervious areas will be constructed. Therefore, drainage analysis or detention will not be required and is not included.
6. To potentially address the building water mitigation issues stormwater drainage inlet structures such as catch basins, yard drains, trench drains, shall be evaluated to address this concern.
7. Related to Item No. 6, there also may be related building water mitigation connections from any proposed foundation and/or footing drainage piping the structural engineer may recommend. This excluded any sump pump or pumping designs.
8. Similarly to the drainage design the redesign of the parking and access drives will be limited. Therefore, we would expect a staff level review and approval of the site plan. Planning and Zoning (P&Z) Commissions presentations and attending P&Z meetings are not included.
9. It is anticipated that the project will not disturb over one (1) acre of area, therefore the CT DEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities will be required and is not included. Any other State or Federal permitting including, CT DEEP, Army Corps, CT DOT are not included.
10. We will coordinate as necessary with the MEP Engineers to supply the project with overhead or underground utility services such as electric, cable, and communications is included.
11. The MEP Engineers shall provide the horizontal location, vertical elevation, size, and material of all utilities entering/exiting the building just outside the proposed building footprint.
12. The site lighting design (power, wiring, layout, lighting standards, pole heights, and photometrics) will be provided by others. The provided proposed lighting locations and routing will be shown on the site drawings for coordination purposes. We will provide the basis of design for the precast concrete site lighting bases.
13. Cost estimation services will be provided by others.
14. Site landscaping is excluded.
15. Site design will be in 2024 Civil 3D.

Our firm will provide services for the following scope of work.

SCOPE OF WORK

Advanced Schematic Design

1. Conduct an additional site visit to review all existing information on the site and survey.
2. Provide an Advanced Schematic Design (conceptual site layout plan) based on the collaborative layouts provided by your office and Macchi.
3. Prepare Advanced Schematic Design drawings including layout of proposed access drives, parking lots, sidewalks, and utilities.

Ms. Katie Black
Id3A, LLC

November 19, 2025

4. Prepare Outline Technical Specification.
5. Attend two (2) virtual coordination meetings with the Design Team for the site work.

Design Development

1. Prepare Design Development Drawings to include the following:
 - a. Coordinate new building entry ways with Id3A.
 - b. Redevelopment of parking access drive and lots.
 - c. Redevelopment of vehicular circulation (if possible).
 - d. Development of site walks and accessibility.
 - e. Development of site grading including meeting ADA requirements.
 - f. Development and coordination with site lighting (if accepted).
 - g. Development and coordination with building water mitigation (if accepted).
 - h. Site location/coordination of utilities and MEP equipment.
2. Prepare Civil Engineering Design Development Drawings to include the following:
 - a. Site Preparation and Demolition Plans
 - b. Erosion Control Plans
 - c. Proposed Site Layout and Materials Plans
 - d. Site Grading Plans
 - e. Roadway Plans
 - f. Site Utility Plans
 - g. Plan Enlargements and Details
 - h. Site Details
 - i. All other plans and details to adequately define all elements of the site as required to a Design Development level of detail.
3. Submit Design Development drawings and technical specifications.
4. Attend eight (8) virtual coordination meetings with the Design Team for the site work.

Construction Documents

1. Prepare and finalize Construction Documents. Based on comments from the Board and Design Team.
2. Coordinate with other subconsultants such as Architecture, Structural, M/E/P, Geotech, etc.
4. Complete Technical Specifications related to site work.
5. Attend six (6) virtual coordination meetings with the Design Team for the site work.

Ms. Katie Black
Id3A, LLC

November 19, 2025

Bidding

1. Provide one set of Contract Documents for reproduction. Drawings shall be stamped and signed.
2. Provide digital copy of the contract documents.
3. Attend prebid meeting.
4. Review and respond to bidders Requests for Information (RFI).

Contract Administration

1. Review contractor's schedule of construction values.
2. The approximate schedule will be five (5) to six (6) month period which will complete a maximum of five (5) site visits to review work for general conformance with the Contract Documents.

According to the project estimator the project duration potentially could extend to up to twelve (12) months. If extended the Construction Administration services are required past the above referenced period we can provide an additional service proposal to cover this or could be completed hourly based on the Hourly Fee Schedule below.

3. Review shop drawings and submittals relating to site issues.
4. Respond to contractor's RFI's, prepare modification bulletins, and assist in the preparation of change orders.
5. Review construction site and prepare a final punch list for substantial completion.

FEES PROPOSAL

We will provide the above scope of work including the Requested Scope for the lump sum fee of **\$45,750**. The fee is broken down in accordance with the following table:

PHASE

Advanced Schematic Design	\$10,000
Design Development	\$12,000
Construction Documents	\$ 6,000
Bidding	\$ 1,000
<u>Construction Administration</u>	<u>\$ 8,750</u>

SUBTOTAL \$37,750

REQUESTED SCOPE

Site Parking Lot Lighting	\$2,250
<u>Building Water Mitigation</u>	<u>\$5,750</u>

SUBTOTAL \$8,000

TOTAL \$45,750

Ms. Katie Black
Id3A, LLC

November 19, 2025

Any additional services, meetings, site visits or any item beyond the scope identified above will be in accordance with the Hourly Fee Schedule shown below.

Principal	\$240.00
Project Manager	\$195.00
Senior Engineer	\$175.00
Engineer	\$150.00
CAD Operator	\$115.00
Technician	\$115.00

We look forward to working with you on this project and if you have any questions or require any additional information, please feel free to contact us.

Sincerely,
MACCHI ENGINEERS, LLC



HERBERT S. MAY, JR., P.E.
Chief Civil Engineer



November 21, 2025

id3A Architects
655 Winding Brook Road
Glastonbury, CT 06033

Attention: Katie Black

RE: Naugatuck Valley Health District Renovation
Proposal for Design Development Estimate

Dear Katie,

We are pleased to submit our quotation of **\$6,900.00** (Six Thousand Nine Hundred Dollars) to provide a **Design Development (DD) Estimate** for the above-noted project.

The estimate will be based on your DD-level documents and we will endeavor to provide as much detail as possible utilizing current pricing from subcontractors, suppliers and our own material/labor takeoffs.

As an additional option, we submit a quotation of **\$8,800.00** (Eight Thousand Eight Hundred Dollars) to provide a **Construction Document (CD) Estimate** for the above-noted project.

If you have any questions or need additional information, please let us know. Thank you for the opportunity to work with NVHD, id3A and your consultants on this exciting project.

Kind Regards

A handwritten signature in blue ink, appearing to read "Justin M. Shanley".

Justin M. Shanley
Chief Estimator