



49 Woodside Street  
Stamford, CT  
203-324-2222  
Pennoni.com

April 14, 2023

**LEPUS23001**

Wayne Donaldson  
Director of Facilities  
Ledyard Public Schools  
[wdonaldson@ledyard.net](mailto:wdonaldson@ledyard.net)  
(860) 464-9255 X 1401  
(860) 464-9255

RE: PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES  
Juliet Long School  
1854 Route 12  
Gales Ferry, CT 06335

Dear Mr. Donaldson:

HYGENIX division of Pennoni (HDP), is pleased to present this proposal for professional services for the above referenced project. This proposal is based on previous projects HDP has performed on similar buildings. It is our understanding that the project consists of an asbestos investigation of the building's roofing system and the interior roof drain bowls.

Based on our current understanding of the project, HDP proposes the following Scope of Services:

**SCOPE OF SERVICES**

**TASK 1: ASBESTOS SURVEY**

HDP will provide United States Environmental Protection Agency (USEPA) accredited, and Connecticut licensed Asbestos Inspectors to conduct an asbestos pre-renovation inspection of the roofing systems that are being replaced/renovated and applicable interior drain bowls and interior ceiling tiles that may also be disturbed. The inspection will be performed in accordance with guidelines established by the USEPA and Connecticut asbestos regulations.

Representative bulk samples of suspect friable and non-friable ACM will be collected per homogeneous material for analysis by an American Industrial Hygiene Association & Connecticut licensed laboratory using Polarized Light Microscopy (PLM).

**TASK 2: FINAL REPORT**

Upon completion of the above scope of services, HDP will prepare a report documenting the results of our investigation for the materials tested. The final report will include a summary of our findings as well as recommendations we may have relative to our findings.

**FEES**

HDP will complete the scope of services outlined in **TASKS 1-3** above for the Lump Sum Fee of **\$2,500.00**

This fee and schedule are based on the following assumptions:

#### ASSUMPTIONS/CLARIFICATIONS

- Garland Roofing will be present on site to patch all roof sample locations.
- Patching of ceiling sample locations is not included in the pricing.
- Unrestricted, safe access to all scheduled renovation areas within the building will be available on the requested time and date of the site visit.
- Our sample locations will damage building materials and will not be patched/repared.
- TASK #1 fee includes up to 24 PLM samples. Additional samples, if warranted, will be discussed with the client for client approval prior to submission for analysis.
- Samples will be submitted to the laboratory for Standard TAT.
- \$275 for a patch & repair kit is included in the above price for TASK #1.
- There are no special requirements in effect to safely access the property.
- We will provide our report electronically to you within two weeks of receipt of analytical data.

#### BILLING AND PAYMENT

Invoices will be submitted monthly and will be based upon the work completed during the billing period. Payment is due upon receipt of invoice. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

#### TERMS AND CONDITIONS


Pennoni's General Terms and Conditions (Form LE01 Revised 12/2015) are attached hereto and are considered a part of this proposal. The Client indicates by the execution of this proposal that he or she has reviewed and understands the General Terms and Conditions.

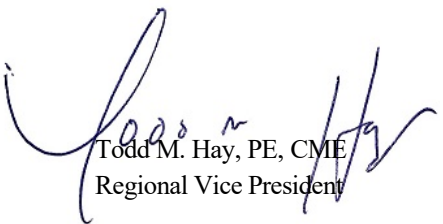
Thank you for the opportunity to provide these professional services. This proposal is valid for a period of thirty (30) days. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to contact us.

We look forward to working with you on this project. If you have any questions regarding this submission or require additional information, please feel free to contact us at (203) 324-2222 or my cell phone at (203) 554-1249.

Sincerely,

#### PENNONI ASSOCIATES INC.

  
James Twitchell  
Senior Industrial Hygienist II

  
Todd M. Hay, PE, CME  
Regional Vice President

*Please indicate your acceptance of this proposal by signing and returning a copy as our authorization to proceed. In signing this proposal, the Client authorizes HDP to complete the professional services outlined in this proposal in accordance with the attached terms and conditions.*

**Accepted By:**

\_\_\_\_\_  
**(Authorized Representative of the Client)**

\_\_\_\_\_  
**(Print Name & Title)**

\_\_\_\_\_  
**(Date)**



## PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

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12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.  
IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of Connecticut.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

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