

# AGENDA

STRATFORD HIGH SCHOOL  
BUILDING RENOVATIONS SUBCOMMITTEE REGULAR MEETING  
March 21, 2016  
Stratford Town Hall

(All Items are Subject to Tabling at the Discretion of the Committee Chair Due to 7:00 pm end time)

1. Call to Order (5:30 pm)
2. Approval of Agenda (Emailed March 18, 2016)
3. Approval of February 18, 2016 Regular Meeting Minutes (Emailed March 07, 2016)
4. Town Council Update (Llewelyn)
5. Invoices and Bills (CREC) (See Attachments)
  - CREC: \$901.33 Hartford Courant Bill for Advertising Haz-Mat Consultant RFP
  - Antinozzi Associates Invoice No. 8: \$570,748.82
  - Antinozzi Amendment No. 9: \$5,000, (No AA Mark-up) Additional Traffic Study Work
  - Antinozzi Amendment No. 10: \$4,887.50, ZBA Work
  - Antinozzi Amendment No. 11: \$34,500.00, Theater Consultant
6. Commissioning Update (CREC or SES)
  - Owner's Project Requirements (OPR): Complete to Date (Can be Continuously Updated)
  - Basis of Design (BOD): Design Team in Process of Completing, a Few Items Require BSC Action (e.g. "Operable Windows")
7. Review of Current Building Plans, Schedule, and Budget
  - BOE Sign-off of Design 3/14/2016 (Antinozzi)
  - Operable Windows as an Add-Alternate?
8. Next Steps: Design Decisions, Design Schedule, & Sub-Committee Deliverables
  - Inventory List of Existing Historical/Valuable/Sentimental Items (Stratford Heritage)  
(Non-Action Item)

- Interior Design Theme(s) Progress Report
    - ◆ February 2016 BSC Meeting Established Dr. J. Robinson, J. Dellapiano, C. Zachery, and One BOE Member as the Interior Design Theme(s) Committee.
  - Time Lapsed Photography/Progress Photography/Drone Photography/Webcam?
  - Independent Reviewer for OSCG Review. Draft RFP Distributed with Agenda via Email. Advertising Approximately March 2016.
  - Independent Structural Reviewer per CGS Section 29-276b (Exceeds Threshold Limits). Draft RFP Distributed with Agenda via Email. Advertising Approximately March 2016.
  - Site Logistics – Additional Property? (See Town Council Agenda for 2/8/2016 Item 5.3.2)
  - Technology Consultant Scope of Work
  - DF's or EWC's?
  - Toilet Room Ceilings
9. Energy and Environmental Protection
- Solar P/V Panels Cost-Benefit Analysis
  - STV FEMA Re-mapping Update (Antinozzi and/or STV)
  - We Still Owe the LOMR Results to the State, Followed by a State Site Inspection by Jeff Bolton (Non-Action Item. CREC is Coordinating the Site Inspection).
10. Hazardous Materials Consultant Update
- Eagle Environmental Initial Assessment is Essentially Complete (Asbestos Lab Testing is Nearly Complete). Will Wait for Residents to Vacate 25 North Parade Before Assessing.
  - PCB Caulk Sampling Interrupted by Weather on Two Occasions.
11. Security Discussions
- School Guard Glass
    - ◆ Meeting Summary
    - ◆ Classroom Doors?
  - Sonotrol Security Initial Consultation, It's Time!
12. Adjournment (Approximately 7:00 pm)

Attachments:

- Hartford Courant Bill For Advertising Haz-Mat Consultant RFP
- Antinozzi Associates Invoice No. 8
- Stantec Proposal for Additional Services Related to Traffic Study, Antinozzi Associates Amendment No. 9
- Stantec Proposal for Additional Services Related to ZBA Work, Antinozzi Associates Amendment No. 10
- Theater Design Inc. Proposal for Theater Consultant Scope of Work, Antinozzi Associates Amendment No. 11



# Hartford Courant media group

PO Box 416414 Boston, MA 02241-6414

✓ #483

## Legal Invoice and Summary

Billed Account # CU00245615  
 Client Account #  
 Invoice # 002332917  
 Client Name

Billing Period 10/01/15 - 10/31/15  
 Due Date 11/30/15

28.1.5366 1 AT 0.413 01856D11.p02 581383 1-1 6



CAPITOL REGION EDUCATION COUNCIL (EMPLOYMENT)  
 ACCOUNTS PAYABLE  
 111 CHARTER OAK AVE  
 HARTFORD CT 06106-1912

**TOTAL AMOUNT DUE 2,941.33**

00024561500024561504002332917 00090133 00294133 8

To ensure proper credit, please detach and return with remittance.

### Detail

Date	Tribune Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Net Amount
		<u>Balance Forward</u>				9,350.00
10/27/15		Payment Received: Ref# 270369				7,310.00 CR
		<b>Current Activity</b>				
10/29/15	HTFM204050	PO#Stratford RFP No. 2015-055			901.33	901.33
10/31/15		Classified Listings, Online Stratford RFP No. 2015-055 3713602				
		<b>Total Current Advertising</b>				<b>901.33</b>

RECEIVED  
 CREC BUSINESS SERVICES  
 2015 NOV 13 PM 12 24

Date: 2 / 22 / 16  
 P.O. #: \_\_\_\_\_  
 Prog/Fund: 76029-54000  
 Amount: \$901.33  
 Approved for Payment  
 Sign: [Signature]  
 Sign: \_\_\_\_\_

Current	1-30	31-60	61-90	91+	Unapplied Amount	Total Due:
901.33	2,040.00	0.00	0.00	0.00	0.00	<b>2,941.33</b>

Billed Period 10/01/15-10/31/15  
 Billed Account # CU00245615  
 Billed Account Name CAPITOL REGION EDUCATION COUNCIL (EMPLOYMENT)  
 Client Account #  
 Client Account Name

# Hartford Courant

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## AFFIDAVIT OF PUBLICATION

State of Connecticut

November 02, 2015

County of Hartford

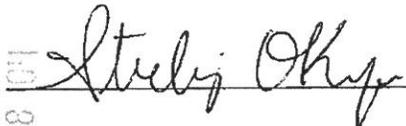
I, Sterling O'Keefe, do solemnly swear that I am a Sales Assistant of the Hartford Courant, printed and published daily, in the state of Connecticut and that from my own personal knowledge and reference to the files of said publication the advertisement of Public Notices was inserted in the regular edition.

On Dates as Follows:

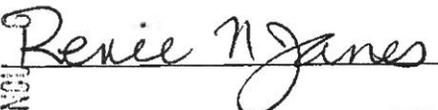
10/29/2015 297.11; 10/29/2015 10.00; 10/30/2015 297.11;  
10/31/2015 297.11

In the Amount of:

\$901.33  
Capitol Region Education Council (Employment) - CU00245615  
3713602  
Full Run

 Sales Assistant,  
Sterling O'Keefe

Subscribed and sworn before me on November 02, 2015

 Notary Public

RENEE N. JANES  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2018

RECEIVED  
CREO BUSINESS SERVICES  
NOV 02 2015

Order # - 3713602

# Hartford Courant

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Stratford High School Renovation  
Stratford RFP No. 2015-055  
OSCG Project No. 138-0101 EA/RR  
Stratford, CT

## REQUEST FOR PROPOSAL

The Town of Stratford will accept Proposals for Hazardous Materials Consulting Services (Inspection/Design/Monitoring) for the Stratford High School project located at 45 North Parade Street, Stratford, CT. The project is a renovation of an existing high school (grades 9-12), and includes demolition as well as renovation of existing building areas. Copies of the RFP are available on the town website [www.townofstratford.com](http://www.townofstratford.com).

There will be a mandatory walk-through for all respondents at 2:30 pm EST on November 5, 2015 at Stratford High School. Representatives of all interested proposers are required to attend.

Responses, in the form of an individually sealed hard copy of the Fee Proposal in addition to five hard copies and one electronic copy of the Qualification Proposal, must be received by 2:00 pm EST on November 18, 2015 to be considered. Proposals should be clearly labeled "Stratford RFP No. 2015-055 Hazardous Materials Inspections, Remediation Design, and Remediation Monitoring Services for Stratford High School, OSCG #138-0101". Direct all responses to: Michael Bonnar, Purchasing Agent, 2725 Main Street Room 202, Stratford, CT 06615. Proposals received after 2:00 pm EST on November 18 will be rejected.

Interviews for shortlisted firms will take place on December 9, 2015, beginning at 6:00 pm EST.

Any questions can be directed to Richard Snedeker of the Capitol Region Education Council (CREC), the Owner's Project Manager, at [rsnedeker@crec.org](mailto:rsnedeker@crec.org). All questions are due by November 12, 2015 at 12:00 noon EST.

The Town of Stratford reserves the right to reject any or all proposals and shall also have the right to waive any informality or irregularity in any proposal received shall it determine that it is in the best interest of the Town.



# INVOICE



**ANTINOZZI ASSOCIATES**  
ARCHITECTURE & INTERIORS

Invoice Number: **971841057**  
Invoice date: **4 March 2016**

To: Town of Stratford - Board of Education  
Engineering Dept.  
2725 Main Street  
Stratford, CT 06615

AA project number: **13010**  
Project name: **Stratford High School Renovations**  
Project address: **45 North Parade Street, Stratford, CT 06615**

Attention: John Casey

Client project number: INVOICE NO. 8

For Professional Services Rendered from 11/1/15 to 2/29/16  
For Basic Services, Traffic Consultant and Amendment No. 8

PHASE	Contract Amount	Earned To Date	Prior Billings	This Invoice
<b>Basic Service Fee</b>				
Schematic Design	632,303.06	555,003.06	520,200.00	<b>34,803.06</b>
Design Development	1,105,666.56	485,220.58	0.00	<b>485,220.58</b>
Construction Documents	1,226,598.84	30,018.00	30,018.00	<b>0.00</b>
Bidding-Negotiation	181,398.42	0.00	0.00	<b>0.00</b>
Construction Administration	1,027,924.38	0.00	0.00	<b>0.00</b>
FF&E	129,570.30	0.00	0.00	<b>0.00</b>
Closeout & Audit	15,548.44	0.00	0.00	<b>0.00</b>
Subtotal	4,319,010.00	1,070,241.64	550,218.00	<b>520,023.64</b>
<b>Consultants</b>				
Jaffe/Holden	18,000.00	0.00	0.00	<b>0.00</b>
Raymond	23,600.00	0.00	0.00	<b>0.00</b>
Stantec - Traffic	10,000.00	10,000.00	0.00	<b>10,000.00</b>
IES - Special Inspections	12,500.00	0.00	0.00	<b>0.00</b>
Geodesign	39,400.00	33,020.00	33,020.00	<b>0.00</b>
Milone & McBroom	13,490.00	13,490.00	13,490.00	<b>0.00</b>
Subtotal	116,990.00	56,510.00	46,510.00	<b>10,000.00</b>
<b>Amendments</b>				
Amendment No. 1 - Phase 1 - Environmental Report	3,250.00	3,250.00	3,250.00	<b>0.00</b>
Amendment No. 2 - Conceptual Design	55,983.20	55,983.00	55,983.00	<b>0.00</b>
Amendment No. 3 - Traffic Study	26,450.00	26,450.00	26,450.00	<b>0.00</b>
Amendment No. 4 - FMA - LOMR	29,900.00	29,900.00	29,900.00	<b>0.00</b>
Amendment No. 5 - 25 N. Parade Survey	2,827.50	2,827.50	2,827.50	<b>0.00</b>
Amendment No. 6 - Phase 1 Environmental Work	2,367.50	2,367.50	2,367.50	<b>0.00</b>
Amendment No. 7 - Increase in Scope	0.00	0.00	0.00	<b>0.00</b>
<i>Included in Basic Services</i>				
Amendment No. 8 - Cost Estimate	98,095.00	39,560.00	0.00	<b>39,560.00</b>
Subtotal	218,873.20	160,338.00	120,778.00	<b>39,560.00</b>

Invoice Number: 971841057  
 Invoice date: 4 March 2016

# INVOICE

Antinozzi Associates  
 AA project number: 13010  
 Project name: Stratford High School  
 Renovations

PHASE	Contract Amount	Earned To Date	Prior Billings	This Invoice
<b>Reimbursables</b>	44,487.50	1,165.18	0.00	<b>1,165.18</b>
<b>Total</b>				
	4,699,360.70	1,288,254.82	717,506.00	<b>570,748.82</b>

**Pay This Amount** **570,748.82**

**AGING SUMMARY**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
971841057	03/04/2016	570,748.82	570,748.82				
	<b>Total</b>	570,748.82	570,748.82	0.00	0.00	0.00	0.00

# INVOICE TRACKING

	DATE	AMOUNT SD, DD, CD	ADDITIONAL SERVICES	AMENDMENTS	TOTAL	Schematic	DD	CD
INVOICE #1	22-Jan-13	\$44,014.00		#1 \$3,250.00	\$47,264.00	\$13,996.00		
INVOICE #2	21-Jan-15			#2 \$55,983.00	\$55,983.00			
INVOICE #3	12-Feb-15			#3 \$17,031.83	\$17,031.83			
INVOICE #4	18-May-15			#3 \$9,418.17	\$9,418.17			
INVOICE #5	16-Jun-15	\$100,000.00			\$100,000.00	\$100,000.00		
INVOICE #6	15-Sep-15			#4 \$29,900.00 #5 \$2,827.50 #6 \$2,367.50	\$35,095.00			
INVOICE #7	11-Sep-15	\$483,504.00			\$483,504.00	\$483,504.00		
INVOICE #8 reimbursable	1-Mar-16	\$520,023.64	traffic	#8 \$39,560.00	\$569,583.64	\$34,803.06	\$485,220.58	
INVOICE #9					\$1,165.18			
INVOICE #10					\$570,748.82			
Reimbursable not to exceed		\$44,487.50			\$0.00			
Total remaining		\$43,322.32			\$0.00			
<b>TOTAL</b>					<b>\$1,889,793.64</b>	<b>\$632,303.06</b>	<b>\$485,220.58</b>	<b>\$30,018.00</b>



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 009  
TRAFFIC IMPACT STUDY EXTENSION

**TO:** John Casey  
Town Engineer  
Town Hall  
2725 Main Street  
Stratford, CT 06615

*(Owner or Owner's Representative)*

In accordance with the Agreement dated: July 26, 2013

**BETWEEN** the Owner:  
*(Name and address)*

Town of Stratford  
2725 Main Street  
Stratford, CT 06615

and the Architect:  
*(Name and address)*

Antinozzi Associates, P. C.  
271 Fairfield Avenue  
Bridgeport, CT 06604  
Phone: 203-377-1300

for the Project:  
*(Name and address)*  
State Project No. 138-0101  
Stratford High School  
45 North Parade Street  
Stratford, CT 06615

Authorization is requested

- to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:

Original work outlined in the general overview of the services to be provided and assumed a need to analyze immediate intersections adjacent to the school. However, based on final review and understanding of potential needs of OSTA, along with a review of current intersections and area State construction projects that might have impact, we have expanded our work to incorporate a review of additional intersections.

See ATTACHMENT NO. 1 for a copy of the Stantec Consulting Services, Inc. proposal letter dated February 22, 2016.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

See ATTACHMENT NO. 2 dated 3/16/16 for the additional compensation for Amendment No. 9.

Time:

There is no adjustment to the contract time related to this Amendment No. 9.

SUBMITTED BY:

AGREED TO:

(Signature)

(Signature)

George J. Perham, VP

(Printed name and title)

(Printed name and title)

(Date)

3-17-16

(Date)

ATTACHMENT NO. 2

AIA DOCUMENT G802  
Stratford High School

AMENDMENT NO. 09: Traffic Impact Study Extension by Stantec Consulting Services, Inc. dated 2/22/16

**Compensation:**

Stantec Consulting Services, Inc. \$5,000.00

TOTAL FEE THIS AMENDMENT \$5,000.00

Original Contract Amount:	\$2,390,000.00
Net Change by Previous Amendments: #1 - #8	+ \$2,264,873.20
Revised Contract Amount with Previous Amendments:	\$4,654,873.20
Compensation Increase per This Amendment: #9	+ \$5,000.00
<b>NEW CONTRACT AMOUNT</b>	<b>\$4,659,873.20</b>

Attachment #1



**Stantec Consulting Services Inc.**  
55 Church Street, Suite 601  
New Haven, CT 06510  
Tel: (203) 495-1645  
Fax: (203) 495-1652

SENT TO TRICA  
2/22/16

**February 22, 2016**

Mr. George J. Perham, AIA, Vice- President  
Antinozzi Associates  
271 Fairfield Avenue  
Bridgeport, CT 06604

**Re: Stratford High School  
Additional Services: Traffic Impact Study Extension**

Dear Mr. Perham:

Pursuant to our recent discussion, Stantec Consulting Services is pleased to submit this proposal to provide additional traffic impact study services related to the renovations and expansion to the above-noted school in Stratford, Connecticut. Our original work outlined a general overview of services to be provided and assumed a need to analyze immediate intersections adjacent to the school. However, based on final review and understanding of potential needs of OSTA, along with a review of current intersections and area State construction projects that might have impact, we have expanded our work to incorporate a review of additional intersections. Our scope of work is as follows.

### **SCOPE OF SERVICES**

Our scope of work

- Increase in number of intersections: typically a traffic study (and our anticipated scope of work) would look at 4-5 intersections (primary access points to/from each direction); however, we had to analyze a total of 12 intersections in order to evaluate the impacts to the State highway system due to the fact that the expansion of the high school would be subject to further review by OSTA
- Review of surrounding State projects: Since this project was subject to further review by OSTA, we had to undertake reviews of recently completed and upcoming projects within the area that are on file with OSTA and incorporate these projects in our evaluation of this project's impacts to the State highway system. A total of three projects were reviewed and incorporated into the traffic study.



February 22, 2014

Page 2 of 2

**Reference: Stratford High School Additional Services Proposal – Traffic**

## **FEE SUMMARY**

We will provide the above-noted tasks lump sum fee of \$5,000.00.

We appreciate this opportunity to submit our scope and fee proposal and look forward to continuing our work with your office. Should you have any questions or need additional information, please contact me. Thank you.

Very truly yours,

John F. Eberle, PE, LEED AP ND  
Senior Associate

ACCEPTED FOR ANTINOZZI ASSOCIATES BY:

\_\_\_\_\_  
Name *(Please print)*

\_\_\_\_\_  
Title *(Please print)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

 **AIA** Document G802™ – 2007

**Amendment to the Professional Services Agreement**

Amendment Number: 010  
ZBA APPLICATION

**TO:** John Casey  
Town Engineer  
Town Hall  
2725 Main Street  
Stratford, CT 06615

*(Owner or Owner's Representative)*

In accordance with the Agreement dated: July 26, 2013

**BETWEEN** the Owner:  
*(Name and address)*

Town of Stratford  
2725 Main Street  
Stratford, CT 06615

and the Architect:  
*(Name and address)*

Antinozzi Associates, P. C.  
271 Fairfield Avenue  
Bridgeport, CT 06604  
Phone: 203-377-1300

for the Project:  
*(Name and address)*  
State Project No. 138-0101  
Stratford High School  
45 North Parade Street  
Stratford, CT 06615

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:

ZBA Application

See ATTACHMENT NO. 1 for a copy of the Stantec Consulting Services, Inc. proposal letter dated February 22, 2016.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

See ATTACHMENT NO. 2 dated 3/16/16 for the additional compensation for Amendment No. 10.

Time:

There is no adjustment to the contract time related to this Amendment No. 10.

SUBMITTED BY:

AGREED TO:

(Signature)

(Signature)

George J. Perham, VP

(Printed name and title)

(Printed name and title)

(Date)

(Date)

ATTACHMENT NO. 2

**AIA DOCUMENT G802  
Stratford High School**

**AMENDMENT NO. 10: ZBA Application Proposal by Stantec Consulting Services, Inc.  
dated 2/22/16**

**Compensation:**

Stantec Consulting Services, Inc.	\$4,250.00
Antinozzi Mark-up (15%)	<u>\$637.50</u>

TOTAL FEE THIS AMENDMENT \$4,887.50

Original Contract Amount:	\$2,390,000.00
Net Change by Previous Amendments: #1 - #9	+ <u>\$2,269,873.20</u>
Revised Contract Amount with Previous Amendments:	\$4,659,873.20
Compensation Increase per This Amendment: #10	+ <u>\$4,887.50</u>
<b>NEW CONTRACT AMOUNT</b>	<b>\$4,664,760.70</b>



Stantec Consulting Services Inc.  
55 Church Street, Suite 601  
New Haven, CT 06510  
Tel: (203) 495-1645  
Fax: (203) 495-1652

Attachment #1  
sent to  
Rich 2/24/16

February 22, 2016

Mr. Paul Antinozzi, AIA, President  
Antinozzi Associates  
271 Fairfield Avenue  
Bridgeport, CT 06604

Re: **Stratford High School**  
**Additional Services: ZBA Application**

Dear Paul,

Stantec Consulting Services is pleased to submit this fee proposal for professional consulting services relating to the above noted project. As discussed with Bill Mead, the project will require approval from Town of Stratford Zoning Board of Appeals for several variances. This was specifically excluded from Stantec's original scope of work. This proposal includes additional work required to prepare documentation and submission to ZBA for the required variances.

Specifically we are requesting consideration for the following tasks:

**Scope of Work**

1. Prepare documents for ZBA submission including the following:
  - Application form (including copy of deed, A2-Survey, etc. as required)
  - Project Narrative
  - Abutters List
  - Coordinate Signatures and Fee (to be provided by others)
  - Compile Application documents and submit 9 copies as required
2. Attend up to 2 public hearings.
3. Notify all property owners as required by the regulations.

Our Total Lump Sum Cost to provide these services will be \$4,250.00. <sup>AA Markup.</sup>  $\times 1.15 = 4,887.50$

If you concur with the above noted items and fee, please fax or mail a signed copy of this letter back to us. Should you have any questions, please do not hesitate to call me.



 **AIA**® Document G802™ – 2007

***Amendment to the Professional Services Agreement***

Amendment Number: 011  
THEATER DESIGN

**TO:** John Casey  
Town Engineer  
Town Hall  
2725 Main Street  
Stratford, CT 06615

*(Owner or Owner's Representative)*

In accordance with the Agreement dated: July 26, 2013

**BETWEEN** the Owner:  
*(Name and address)*

Town of Stratford  
2725 Main Street  
Stratford, CT 06615

and the Architect:  
*(Name and address)*

Antinozzi Associates, P. C.  
271 Fairfield Avenue  
Bridgeport, CT 06604  
Phone: 203-377-1300

for the Project:  
*(Name and address)*  
State Project No. 138-0101  
Stratford High School  
45 North Parade Street  
Stratford, CT 06615

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:

Theater Design

See ATTACHMENT NO. 1 for a copy of the Theater Design, Inc. proposal letter dated September 16, 2015.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

See ATTACHMENT NO. 2 dated 3/16/16 for the additional compensation for Amendment No. 11.

Time:

There is no adjustment to the contract time related to this Amendment No. 11.

**SUBMITTED BY:**

**AGREED TO:**

*(Signature)*

*(Signature)*

George J. Perham, VP

*(Printed name and title)*

*(Printed name and title)*

*(Date)*

*(Date)*

3-17-16

ATTACHMENT NO. 2

**AIA DOCUMENT G802  
Stratford High School**

**AMENDMENT NO. 11: Theater Design Consulting by Theater Design Inc. dated  
9/16/15**

**Compensation:**

Theater Design, Inc.	\$30,000.00
Antinozzi Mark-up (15%)	<u>\$4500.00</u>

TOTAL FEE THIS AMENDMENT \$34,500.00

Original Contract Amount:	\$2,390,000.00
Net Change by Previous Amendments: #1 - #10	+ <u>\$2,274,760.70</u>
Revised Contract Amount with Previous Amendments:	\$4,664,760.70
Compensation Increase per This Amendment: #11	+ <u>\$34,500.00</u>
<b>NEW CONTRACT AMOUNT</b>	<b>\$4,699,260.70</b>



## I. Agreement

1. This agreement between Antinozzi Associates (Architect) and THEATER DESIGN INC (Consultant) shall describe the services to be provided by Consultant for Stratford HS Addition/Renovation (Project.) Services are described in the attached Scope of Work. No changes to this agreement may be made except as noted in paragraph nos. 10-12.
2. Architect shall acknowledge that:
  - Consultant is not a licensed architect or engineer. Consultant does not provide stamped architectural, structural, mechanical or electrical engineering services. We do not certify or coordinate: structural supports, mounting details, ventilation requirements, power engineering for theatrical equipment, wiring and circuiting or code compliance. We do not provide engineering services or provide working/construction drawings. However Consultant will employ industry standard practices to provide the documentation necessary to present and explain our design for proper execution by those providing these services.
  - Consultant will not be responsible for any changes to the final drawings and specifications unless approved by our office. Changes include, but are not limited to, substitutions of and/or by manufacturers, variations in layouts, quality and quantities, etc.
  - Consultant will not be responsible for any work not specifically identified in this document, unless mutually agreed upon by both our office and Architect. Such agreement shall be in writing and incorporated into this document
  - Architect is responsible for compliance with all codes and regulations applicable to the Project
  - Architect is responsible for compliance with the requirements of the ADA
3. Drawings, sketches, reports, specifications and information (i.e. Work Product) provided by Consultant shall remain the property of the Consultant. Use of Work Product is granted to Architect for use on Project only.
4. Payment to Consultant for work completed shall not be withheld for any reason except for breach of the terms of this Agreement by Consultant.
5. Payment of fees and reimbursement of expenses is expected within 30-days from receipt of payment from Owner. Should payment by Architect to Consultant fall 60-days past due, Consultant reserves the right to stop work upon seven (7) days written notice. Notice shall be sent via certified mail. Should Consultant invoke the terms of this paragraph, work will not re-commence until the oldest invoice is paid in full and 50% of the remaining balance is also paid in full.



## Contract for Theater Consulting Services

6. Any collection and lawyer fees; or other related expenses necessary to collect monies due to Consultant will be the responsibility of the Architect.
7. Consultant maintains a professional liability insurance policy in the amount of one million dollars per occurrence. Should the Project require the Consultant to carry additional coverage, those additional premiums shall be paid by the Project for the term of this contract plus two (2) years thereafter.
  - a. The terms of the policy, noted in paragraph no. 6, preclude Consultant from adding any other parties as "additional insureds."
8. In consideration of this Agreement, Architect shall release and agree to indemnify and hold harmless Consultant, and his heirs and assigns, from any and all claims, charges, complaints, damages or causes of action now existing, both known and unknown, of every name and nature. This shall include, but not be limited to breach of contract or misrepresentation or any local, state or federal law, regulation or policy or any other claim relating to or arising from this contract.
9. All press releases, public announcements, articles and publications issued by the Architect with references to the work of this Project shall credit **Theater Design Inc** as the Theater Consultant of record. Consultant shall be permitted to publicize its involvement in the Project. Architect shall not unreasonably withhold access to and use of photographs of the Project.
10. Termination of this Agreement may be made in writing by Architect or Consultant with seven (7) days notice. Notice shall be sent via certified mail. Consultant shall be paid for all work completed up to receipt of notice.
11. This contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
12. Should any of the provisions of this contract be declared or determined by any court of appropriate jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected.
13. No part, term or provision of this Agreement may be altered except upon mutual written amendment. Such amendment(s) shall be signed by both parties and shall become an integral part of this Agreement and subject to all terms and provisions.



14. Amendment(s) shall not affect the validity of the remaining parts, terms or provisions except as specifically noted in the Amendment.

**II. Project Understanding**

Based upon the materials prepared by Architect our understanding of the project is:

- Stratford HS is undergoing a renovation that includes an approximately 600-seat auditorium and ancillary back stage support spaces.
- Consultant's work will occur as part of Phase 2B
- Completion of auditorium is anticipated by Fall of 2019.

**III. Compensation**

This agreement shall be for a period of forty-seven (47) months commencing on or about October 1, 2015 through August 31, 2019. Our fee, for the Base Scope of Services, will be \$30,000.

~~\$30,000.~~ ✓ x 1.15 = 34,500 -  
AA Neku D

**IV. Payment**

Consultant will submit monthly invoices for the base scope of work completed plus expenses per the schedule below.

Task I – Design	30%
Task II – Construction Documents	35%
Task III – Bids	0%
Task IV – Shop Drawings	10%
Task V – Construction Admin	20%
Task VI – Commissioning	05%

**V. Expenses**

All expenses are invoiced, *in addition to fees*, and shall be reimbursed at cost. These expenses shall include, but not be limited to:

- Local transportation
- Overnight delivery ( i.e. FedEX)
- Parking, tolls, mileage, etc.
- Plotting of AutoCAD drawings

**VI. Meetings**

We anticipate that the Project will require up to eight (8) meetings. Additional meetings will be invoiced in addition to our base fee in the amount of \$750 per meeting, plus expenses.



**VII. Additional Services**

The following shall be deemed Additional Services and shall be billed in addition to the Base Scope of Services.

- Extension of the project time frame beyond the date noted in Compensation (through no fault of Consultant.)
- Additional meetings beyond those described in Meetings.
- Re-Start fee if project is interrupted for more than thirty (30) consecutive days. Such fee shall equal 15% of the total fee as noted in Compensation.
- Any services provided more than sixty (60) consecutive days after substantial completion of our work. "Substantial completion," for the purpose of this citation, shall mean inspection and commissioning of theatrical systems (as described in the Scope of Work.)
- Daily rates for calendar year 2015 are noted below and may be adjusted annually.
  - Principal \$1,500
  - Associate \$1,000
  - Technical \$ 750

**VII. Conclusion**

If this Agreement is satisfactory, please return a signed copy to our office.

\_\_\_\_\_  
Michael Mell, President  
THEATER DESIGN INC

September 15, 2015

\_\_\_\_\_  
Paul Antinozzi  
ANTINOZZI ASSOCIATES

Date: 9/30/15

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*Base Scope of Services*

*Task I -Design*

During this phase Consultant will work closely with Architect and design team to develop solutions to meet the functional and quality requirements of the design. Throughout this phase we will provide information to the design team and will review and comment upon progress drawing releases related to our scope of work. Specifically we will:

1. Review and comment upon all material prepared to date.
2. Work with Architect to establish a space plan and proper adjacencies for the stage, backstage, audience area and other technical areas
3. Work with Architect, client and design team to develop the engineering requirements for the theater systems and equipment.
4. Provide drawings (by hand and AutoCAD), as required, to describe the layout and organization of the facility to assist Architect and design team
5. Prepare outline specification for the theater systems and equipment.
6. Describe the theater systems and equipment that must be accommodated in the building design
7. Describe the requirements of the theater systems and equipment and how they will impact the work of the structural, mechanical and electrical engineers as well as the work of Architect
8. Review the work of the Architect and design team to ensure proper incorporation of the theatrical systems and the organization and functionality of the facility design
9. Prepare one order-of-magnitude budget estimate for the theater systems and equipment.
10. Work with Architect and design team to refine:
  - a. Technical circulation
  - b. Accommodation of theater systems and equipment



- c. Accommodations for the technical staff
- d. Technical rooms (i.e. lighting control, and dimmer room)

11. Meet with the Architect, client and design team

***Task II - Construction Documents***

During this phase we will continue work with the design team, as noted above. Consultant will prepare bid drawings and specifications for the following equipment and systems including:

1. Stage Lighting
2. Stage Rigging (pipe grid and stage draperies)
3. Seating

***Task III - Bid and Award of Contract***

Consultant will advise and assist Architect and client to regarding the theater systems and equipment. Specifically we will:

1. Prepare a list of invited bidders
2. Answers RFI's
3. Prepare addendum sketches and specification revisions (as may be required.)
4. Review all bids
5. Make recommendations for award of contract

***Task IV - Shop Drawing Review***

We will review contractor/vendor drawing submissions for compliance with the design intent of the theatrical equipment and systems prepared by our office.

***Task V - Construction Administration***

During this phase Consultant will make visits to the jobsite to answer questions and to ensure the integrity of the designs prepared by our office. We will also be available via telephone, fax and email to answer questions and resolve issues that may arise during construction.

***Task VI - Commissioning***

Consultant will inspect and review all of the theatrical equipment designed by our office. We will prepare punch-lists, as may be required, noting any failure to comply with the design of the theatrical systems and equipment.



***Exclusions***

The following items are not included in the Base Scope of Services:

1. Motorized rigging
2. Stage elevators/orchestra lifts
3. Orchestra shell

**End**

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