TOWN OF GUILFORD
REQUEST FOR QUALIFICATIONS & PROPOSALS
RFQ/P #2-1314
SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES FOR THE NEW GUILFORD HIGH SCHOOL

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I. LEGAL NOTICE

TOWN OF GUILFORD
REQUEST FOR QUALIFICATIONS & PROPOSALS
RFP/P #2-1314
SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES FOR THE NEW GUILFORD HIGH SCHOOL

The Town of Guilford ("Owner") requests Statements of Qualification & Proposals to secure Special Inspection and Construction Material Testing services, respectively, for the new **Guilford High School** ("GHS"). Respondents may submit a Statement of Qualifications & Proposals for either Special Inspections or Materials Testing Services, or both.

Hard copies of the complete Request for Qualifications & Proposals package will be available on Monday, June 3, 2013 at the Office of the First Selectman or may be accessed from the State Department of Administrative Services' website and the Town of Guilford website at www.ci.guilford.ct.us.

Respondents are required to submit two double-sided copies and one electronic copy of a sealed Statement of Qualifications & Proposals by no later than Wednesday June 19, 2013 at 2:30 p.m. at the Office of the First Selectman, Second Floor, 31 Park Street, Guilford, Connecticut 06437, marked "New Guilford High School SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES." Statements of Qualifications & Proposals received after that date and time will be rejected.

The Town of Guilford reserves the right to reject any or all Statements of Qualifications & Proposals, or waive defects in same, if it deems such to be in the best interest of the Town of Guilford. Questions regarding this Request for Qualifications & Proposals should be directed to the Chairman of the Guilford High School Building Committee ("GHSBC"), by e-mail at spinckney@dpm-inc.com with a copy to the Town at millmanp@ci.guilford.ct.us.

Joseph S. Mazza
First Selectman

Publish one time only in the New Haven Register under LEGAL on Monday, June 3, 2013.

II. PROJECT DESCRIPTION

Summary

The project is an approximately 210,000 gross sq. ft., three story, high school building located in Guilford, Connecticut with an expected project budget of $89.9 million. The project is currently completing Construction Documents. Construction is anticipated to begin Summer 2013, and occupancy Fall 2015.

The management structure is a Construction Manager at Risk ("CM") with full design documents and specifications developed by architectural and engineering firms. Trade packages will be let out to bid and the Construction Manager will hold all trade contracts. The owner has also hired an Owner's Project Manager. The special inspections and material testing authority will be hired by and report directly to the Owner.

Details and Background

A. A new high school will be designed and constructed in accordance with the Guilford High School Educational Specifications approved by the Board of Education ("BOE") on June 20, 2011 (the "Educational Specifications"). Notwithstanding the foregoing, the BOE reserves the right to revise the Educational Specifications as more fully described in Section III. The new high school will be constructed on the site of the existing high school. Final square footage will be determined based upon design, enrollment projections, and the approved Educational Specifications. Hereinafter the design and construction of the new high school is referred to as the "Project".

B. The BOE and the Guilford Public Schools ("GPS") have comprehensive and detailed information that was collected during the Pre-Referendum stage of the Project to assist in the passing of the Guilford High School Project referendum held on June 14, 2011. These documents will be expected to help guide the selected Special Inspections and Material Testing Authority (also referred to as the "SI/CMT" or "Respondent") with the Project. Respondents may find this information on the Guilford Public School website at http://www.guilford.k12.ct.us/GHSFacility.php

C. Upon the evaluation of the qualifications and proposals of Respondents, the Guilford High School Building Committee ("GHSBC") will make a recommendation to the Board of Selectman to enter in contract negotiations.

D. The Town of Guilford ("Town") has already retained the services of an Architect (Tai Soo Kim Partners), Construction Manager ("CM": Fusco – O&G Joint Venture), Project Manager (The Morganti Group), and Commissioning Agent (Consulting Engineering Services) for the Project.

III. SCOPE OF WORK

The scope of work for the Project shall be as described in the Contract Documents, the statement

of special inspections (see attached), the construction testing lab scope (see attached,) and this RFQ/P. Respondents should expect to work with the Architect, The Construction Manager, and Owner's Project Manager, and owner in all aspects of the review of the Project.

All special inspection tasks and construction material testing tasks are to be conducted in a transparent manner and shall be done consistent with all applicable federal, state, and local statutes, regulations, and ordinances, including but not limited to ASTM, SI/CMT-Owner Agreement, and Connecticut State Department of Education Bureau of School Facilities ("DOE-BSF") requirements.

The project scope includes extensive site work (roads, sidewalks, playing fields, and landscaped areas.) The building structure consists of poured in place concrete foundations, a structural steel frame, and masonry exterior walls with storefront. There is also a precast area of exterior walls. The roof structure includes monitor skylights in the gymnasiums and other types of skylights.

The form of agreement is attached to this RFQ/P. Please note reimbursable cost shall be invoiced at cost plus 5% mark-up. Respondent will present, with proposal, items to be considered as reimbursables.

To get an understanding of the size and complexity of the project the Construction Documents and Specifications will be available for review by calling the Guilford Board of Education at (203) 453-8200 to schedule an appointment to review the documents.

Project Schedule: construction activities are expected to begin on site by mid-July/August 2013. The new high school building is scheduled to be completed in approximately 2 years, finishing in May 2015. There is expected to be some overtime work of the project. After the new building is completed, the existing high school will be demolished and site work will continue through the summer and fall of 2015, and resume, as needed, in the spring, continuing through April 2016.

IV. TIMELINE OF THE RFQ/P PROCESS

The following RFQ/RFP timeline has been *tentatively* established:

Day	Event	Date
1	Legal Notification of RFQ/P Release	Monday, June 3, 2013
4	Inquiries/Questions due	Friday June 7, 2013
17	Statements of Qualifications & Proposals Due[1]	Wednesday June 19, 2013, 2:30 pm
18	Review of RFQ responses and Opening of Fee Proposals	Thursday June 20, 2013
19	GHSBC Selection	Tuesday, June 25, 2013
25	Recommendation of Firm to BOS	Monday July 1, 2013

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFQ/P must be made to the Chairman of the GHSBC, by email at spinckney@dpm-inc.com with a copy to the Town at millmanp@ci.guilford.ct.us on or before **Friday June 7, 2013** at noon. No phone calls will be accepted.

V. SUBMISSION OF QUALIFICATION STATEMENTS AND FEE PROPOSALS

General Requirements: Respondents are welcome to provide Qualifications and Proposals for the Special Inspections, the Construction Materials Testing, or both. Qualification response packages shall provide a straightforward, concise description of the SI's and /or CMT's ability to meet the requirements of this RFQ/P. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Project. Please submit all requested testing pricing on the attached 7-page form of unit pricing and budget cost (which will multiply and provide a 'total' price.) Please note that the quantities of services listed are an estimate only, for purposes of providing an estimated total price. All services will be provided on a unit price basis, as listed in the form.
Respondents shall submit two copies and 1 electronic copy (1 compiled Adobe PDF file) of their submittals.

1. **Letter of Interest -**
   In your letter of interest, confirm that your firm is available and able to complete the inspections and/or testing on a timely basis as required.

2. **Connecticut Special Inspections Experience and/or Construction Material Testing –**
   Provide a list (minimum three projects) of Connecticut Projects for which your firm has provided Special Inspections, Construction Material Testing, or both. For each project indicate:
   a. approximate size of project (S.F.)
   b. type of construction (new or renovation)
   c. year service was provided

[1] Respondent shall submit its pricing in a **separate sealed envelope** that will be opened on Thursday June 20, 2013 after the qualifications and proposals have been reviewed.

3. **Resume or Work Experience** –
   Provide a resume or work experience description for all persons who will be assisting in the special inspection and/or construction material testing.

4. **References** –
   Please provide recent references for projects of similar size ($50+ million construction) as follows:
   Structural Engineers – provide a brief description of three similar projects for which you provided Special Inspection services and a contact for each project.
   Testing Labs – provide the names of three Construction Management firms. Also, provide the names of two structural engineers who received your reports.

5. **Default and Litigation** –
   Have you ever failed to complete any work awarded to you? Have you ever defaulted on a contract? If so, when, where, and why? Describe any pending litigation in which your firm may be involved.

6. **Pricing** -
   Provide pricing in separate sealed envelope labeled with firm name and RFQ/P#2-1314. *Submit pricing on proposal form attached in section XIII.*

7. **Affidavits** -
   Include signed copies of the Non-Collusive affidavit and Affirmative Action affidavit in RFQ/P response submittal.

8. **Form of Agreement** -
   Attach a copy of your firm's typical 'Form of Agreement' which may or may not be considered in lieu of the Town Contract attached to this RFQ/P

9. **Insurance** -
   Provide a copy of respondent's company insurance certificate.

VI. METHOD OF SELECTION/CRITERIA FOR AWARD

A. The Respondents will be evaluated on its qualifications by the GHSBC using the following criteria:

1. Compliance with submission requirements
2. Connecticut Special Inspections experience (respondent must have inspected a comparably sized high school facility) and/or Construction Materials Testing experience
3. Resume/Work Experience
4. References
5. Default/Litigation

6. Pricing Proposal
7. The Respondent must be properly insured.
10. The ability and capacity of the Respondent(s) to provide the services within the necessary timeline.

B. The GHSBC's first choice will be presented to the Board of Selectman ("BOS") as the recommended SI and/or CMT for final review and negotiations by the BOS designated representatives to finalize the contract in conformance with the Town of Guilford's requirements, subject to Town of Guilford's approvals and review by the Town Attorney.

C. The award of the contract for the Special Inspections and Construction Materials Testing services shall be made, if at all, to the Respondent(s) whose evaluation by the GHSBC results in an award that the Town of Guilford deems to be in its best interests. The Town of Guilford reserves the right to reject any or all of the RFQ/P responses, or parts thereof, and/or to waive any informality in any of the RFQ/P responses resulting from this RFQ/P if such rejection or waiver is deemed in the best interest of the Town of Guilford. Neither the GHSBC nor the Town of Guilford, nor any of their respective officers, directors, employees, or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection, or rejection of any proposal submitted in response to this RFQ/P.

VII. ADDITIONAL INFORMATION

The Project will be carried out by the Town of Guilford under the overall direction of the GHSBC. At the direction of the First Selectman in consultation with the GHSBC, other Town of Guilford staff and groups/subcommittees may also be assigned to assist with the Project.

VIII. GENERAL TERMS AND CONDITIONS

All Respondents must be willing to adhere to the terms and conditions of this RFQ/P, including the following, and must positively state their acceptance and compliance with them in their response to this RFQ/P.

1. Acceptance or Rejection by the Town of Guilford – The Town of Guilford reserves the right to accept and/or reject any or all qualification statements submitted for consideration to serve the best interests of the Town of Guilford. Respondents whose qualification statements are not accepted will be notified in writing.

2. Ownership of Documents – All qualification statements submitted in response to this RFQ/P are to be the sole property of the Town of Guilford. All documents may be subject to the provisions of Section 1-200 of the Connecticut General Statutes (re: Freedom of Information Act).

3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/P is to be the sole property of the Town of Guilford unless stated otherwise in the RFQ/P or contract.

4. Timing and Sequence – Timing and sequence of events resulting from this RFQ/P will ultimately be determined by the Town of Guilford and the GHSBC.

5. Oral Agreements – The Town of Guilford will not be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency or employee.

6. Amending or Canceling Requests – The Town of Guilford reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Town of Guilford to do so.

7. Rejection for Default or Misrepresentation – The Town of Guilford reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.

8. Town's Clerical Errors in Awards – The Town of Guilford reserves the right to correct inaccurate awards resulting from its clerical error.

9. Rejection of Qualification Statements - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ/P.

10. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.

11. Contract Requirements – A formal agreement will be entered into with the selected Respondent, as previously described. The contents of the proposal submitted by the successful Respondent and the RFQ/P will become part of any contract award.

12. Rights reserved to the Town of Guilford – The Town of Guilford reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town of Guilford will be served.

13. Withdrawal of Qualification Statements – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.

14. Assigning, Transferring of Agreement – The successful Respondent is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, its rights, title, or interest therein, or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town of Guilford.

15. Cost of Preparing Qualification/Proposal Statements – The Town of Guilford shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

IX. DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE SI/CMT FIRM(s):

The SI/CMT that enters the subject agreement with the Town of Guilford shall be responsible to the Town of Guilford for the services to be provided hereunder. The SI/CMT shall act on behalf of the Town of Guilford but only to the extent provided in the contract documents to which the Town of Guilford is a party. The duties and responsibilities of the SI/CMT shall be as outlined in Article III above or as detailed in the subject agreements and shall generally include, but shall not be limited to, the following:

- Coordinate with the Architect/Construction Manager/Owner's rep/Engineer of Record to provide summary reports.

X. INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Guilford.

The insurer shall provide the Town of Guilford with Certificates of Insurance signed by an authorized representative of the insurance company prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Guilford written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the GHSBC and the Town of Guilford as Additional Insured's on all such insurance, except Workers' Compensation coverage and Professional Liability coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waiver of Subrogation. The Respondent shall also provide its policy endorsement indicating the GHSBC's and the Town of Guilford's status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the

Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

B. SPECIFIC REQUIREMENTS

Workers' Compensation Insurance: With respect to all operations SI/CMT performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars ($100,000.00) coverage for each accident, One Hundred Thousand Dollars ($100,000.00) coverage for each employee by disease, One Hundred Thousand ($100,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations SI/CMT performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars ($1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Two Million Dollars ($2,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Guilford. Such coverage shall include the following:

1. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project
2. Broad Form Property Damage
3. Independent Contractors

Professional Liability Insurance Coverage: With respect to the coverage provided by SI/CMT for the Project, professional liability insurance will be provided in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and annual aggregate basis.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles, SI and/or CMT shall carry Automobile Liability insurance providing Five Hundred Thousand Dollars ($500,000) coverage per accident for bodily injury and property damage. However, if SI and/or CMT is a hazardous waste hauler or is otherwise responsible for removal of hazardous materials in connection with the Project, then it shall maintain Automobile Liability coverage in the amount of Five Million Dollars ($5,000,000) combined single limit.

Acceptability of Insurers: SI's AND CMT'S policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VIII, or otherwise acceptable by the Town of Guilford.

Aggregate Limits: Any aggregate limits must be declared to and be approved by Town of Guilford. It is agreed that SI shall notify the Town of Guilford whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, SI agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by SI/CMT.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention

must be declared to and approved by the Town of Guilford. All deductibles or self-insured retentions are the sole responsibility of SI to pay and/or to indemnify.

Waiver of Governmental Immunity: Unless requested otherwise by the Town of Guilford, SI/CMT and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town of Guilford.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit SI's and CMT'S liability to the Town of Guilford by virtue of this promise to indemnify and hold the Town of Guilford harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by SI, SI shall be liable to the Town of Guilford for the difference, plus all fees and expenses incurred in collecting same, all at SI's sole cost.

C. OTHER DATA

The Town of Guilford reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

XI. *NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS*

FOR: RFQ/P#2-1314
SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES FOR THE NEW GUILFORD HIGH SCHOOL

The undersigned Respondent, having fully informed himself/herself regarding the accuracy of the statements made herein certifies that;

1. The statement of qualifications has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other respondent designed to limit independent responses or competition, and

2. The contents of the Respondent's fee proposal will not be communicated by the Respondent and its employees or agents to any person not an employee or agent of the respondent prior to submission to the GHSBC.

3. No Selectman, GHSBC member, or other employee or person whose salary is payable in whole or in part from the Town of Guilford or Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any profits thereof.

4. He/she has read the Guilford Code of Ethics set forth in Chapter 31 of the Town Code, which is accessible on the Town website and he/she agrees for himself/herself and on behalf of the company/LLC to comply with the terms of the same.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the statement of qualifications submitted herein.

Legal Name of Respondent: _____

Business Name: _____
Business Address: _____
_____

_____
Signature and Title of Person

State of Connecticut S.S.

County of _____

Subscribed and sworn before me this _____ day of _____, 2013

_____
Signature
Notary Public
My Commission Expires _____
Date

XII. AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR: RFQ/P#2-1314
SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES FOR THE NEW GUILFORD HIGH SCHOOL

I/we, the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, http://www.cslib.org/exeorder3.htm).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)
   _____ have an Affirmative Action Program, or
   _____ employ 10 people or fewer

_____ _____
Legal Name of Bidder (Signature)

Bidder's Representative, Duly Authorized_____
Name of Bidder's Authorized Representative_____
Title of Bidder's Authorized Representative_____

XIII. **FEE PROPOSAL FORM**

To: Board of Selectmen
Town of Guilford
31 Park Street
Guilford, CT 06437

June 19, 2013

Re: The New Guilford High School Building – Special Inspections Services and/or Construction Material Testing RFQ/P #2-1314

The undersigned hereby offers to perform the services described in RFQ/P#2-1314 for complete Special Inspections(SI) and/or Construction Material Testing of the plans and specifications that have been prepared for this project for the fee proposal set forth herein.

Purpose
The purpose of this RFQ/P is to receive pricing for the Special Inspections services and the on site and off site Construction Materials and site work testing for the referenced project. Respondents may provide pricing for either or both of the two services. The Town of Guilford reserves the right to accept either the proposal for Special Inspections or Construction Materials Testing without necessarily accepting both.

BASE BID:

1. Total Fee for SI Services including all Labor, material and supplies:
   (describe)_____Dollars
   ($_____)
   Additional Services
   If requested, shall be billed at an hourly rate of $_____/hr

2. Total Fee for Construction Material Testing including all Labor, material and supplies:
   (describe)_____Dollars
   ($_____) (Base Bid is a total of the extended price for each service noted on the Construction Materials Testing Scope)
   Additional Services
   If requested, shall be billed at an hourly rate of $_____/hr

3. Total Fee for Combined Bid (Provision of SI Services and Material Testing Services) including all Labor, material and supplies:
   (describe)_____Dollars
   ($_____)
   Additional Services

If requested, shall be billed at an hourly rate of $_____/hr

Authorized Representatives:

_____ Date:_____
Printed Name and Title:
_____

Signature
_____Date:_____

IX.

AGREEMENT FOR MATERIAL TESTING SERVICES

AGREEMENT made as of June __, 2013

BETWEEN

"Owner": **Town of Guilford**
31 Park Street
Guilford, CT 06437

and "Consultant": _____
_____
_____

The "Project" is: **Guilford High School**

THIS AGREEMENT FOR MATERIALS TESTING SERVICES ("Agreement"), effective as of the date set forth above, is between Owner and Consultant, collectively referred to herein as the "Parties," who state and agree as follows:

1. **Consultant**. In response to Owner's written Request for Qualifications and Proposals #_____ ("RFQ/P"), respectively, which is expressly incorporated herein and a copy of which is attached hereto as Exhibit A, Consultant submitted its Statement of Qualifications and Proposal, which is expressly incorporated herein and made a part hereof. Owner selected Consultant to provide services described in the RFQ/P and now wishes to formally retain Consultant to provide services to Owner in connection with the Project. Consultant shall perform its services pursuant to this Agreement for the benefit of Owner. Consultant is an independent contractor and not an agent, servant or representative of Owner. Consultant will have no authority legally to obligate Owner except as specified in this Agreement or as otherwise specified in writing by Owner from time to time. The Consultant's duly authorized representative for purposes of this Agreement is _____ ("Consultant's Representative").

2. **Scope of Services.** Exhibit A attached hereto contains the RFQ/P which, together with the Testing Lab Scope made part of the RFQ/P and other provisions set forth in Exhibit A and in this Agreement, outlines the full range of services that Consultant shall provide to Owner for the Project (the "Services").

Consultant will commence to plan, manage, perform and report on all Special Inspection Services immediately following written authorization by Owner to proceed. Consultant represents that it has been provided with (or provided with access to) all information, documents or other tangible or intangible items it requires to perfom the Services. All Special Inspection Services are to be conducted in a transparent manner and shall be done consistent with all applicable federal, state and local statutes, regulations and ordinances, and Connecticut State Department of Education Bureau of School Facilities ("DOE-BSF") requirements.

The Town of Guilford has retained the services of Tai Soo Kim Partners, LLC ("the Architect") to provide program evaluation and full-service architectural, interior design and engineering services in relation to the Project. The Architect has retained Michael Horton Associates, Inc. of Branford, Connecticut as its structural engineering consultant and GeoInsight Inc. of Middletown, Connecticut as geotechnical engineer. If necessary, Consultant shall coordinate its services with the Architect and its team but shall advise Owner in writing of any communications Consultant has with the Architect or its team.

All services of the Consultant are to be performed at the discretion of and as directed by the Guilford High School Building Committee (GHSBC).

Consultant represents that the Services shall be carried out in a good and workmanlike manner, consistent with all applicable statutes, codes, regulations, and rules, including but in no way limited to applicable requirements set forth in Chapter 173 of the Connecticut General Statutes, without errors or omissions. Consultant acknowledges that the Owner is receiving financial assistance from the State of Connecticut for the Project pursuant to Chapter 173 of the Connecticut General Statutes and Consultant covenants to perform its services in a manner which allows the Owner to maximize the amount of financial assistance it receives from the State of Connecticut.

3. **Time of Performance.** TIME IS OF THE ESSENCE WITH REGARD TO CONSULTANT'S PERFORMANCE OF SERVICES FOR THE PROJECT. Consultant agrees to perform its Services, including all reviews of documents provided by others, continuously, diligently, and in accordance with the Project schedule provided by Owner.

4. **Further Work.** If, during the course of the Services, Consultant discovers any fact or condition which would lead Consultant to recommend further analysis, evaluation or other services beyond the scope of the outstanding work authorizations, Consultant shall contact Owner to discuss Consultant's findings and recommendations and give an estimate of the cost of such further work. Owner may authorize Consultant to perform such additional work only by providing written direction to Consultant specifying the work to be performed and the maximum additional fee to be added to the amount authorized in the work authorization.

5. **Subconsultants; Employees.**

(a) Consultant shall not contract with or otherwise engage, employ or utilize any consultants, contractors, or other third Parties (any such, a "Subconsultant") in connection with any Services without Owner's prior written consent in each instance. Consultant shall furnish

Owner with a list of Subconsultants proposed to be used on the Project prior to commencing Services under a particular work authorization, and shall promptly notify Owner of proposed changes to such list. Neither use of a Subconsultant by Consultant, nor Owner's consent thereto, shall relieve Consultant of its obligations under this Agreement. Consultant shall be responsible to Owner for the acts and omissions of its employees and Subconsultants, and their agents and employees. The terms, conditions, and provisions of the Consultant's agreement with each Subconsultant shall be subject and subordinate to, and not inconsistent with, the terms, conditions and provisions of this Agreement. Nothing contained herein shall create any relationship of contract or agency between Owner and any Subconsultant. Consultant's obligation to pay its Subconsultants is independent from Owner's obligation to pay Consultant for Services; Owner shall have no obligation to pay or enforce payment to Subconsultants. For purposes of Consultant's obligations and responsibilities under this Agreement, reference to "Consultant" shall be deemed to bind every Subconsultant of any tier, unless the context specifically requires otherwise.

(b) Consultant's proposal includes a staffing plan from Consultant indicating the persons and corresponding titles who will perform the Services. No changes to such staffing plan shall be permitted without advance written consent from Owner. Consultant shall employ individuals for the Project to whom Owner has no reasonable objection. In the event Owner has a reasonable objection to any employee performing Services, it shall notify Consultant, which shall promptly cause the individual to be removed from the Project and replace same with an unobjectionable employee at no cost to Owner.

6. **Compensation; Documentation.** For its services, Consultant shall be paid the sum of _____ ($_____), payable upon completion of the Consultant's services in accordance herewith.

Consultant's reimbursable costs are, as per its proposal, included in the foregoing fee.

Upon written request by Owner, Consultant shall provide any additional services at the rates set forth in Consultant's proposal, attached hereto as **Exhibit B**. Consultant shall bill Owner monthly for any additional services requested by Owner and performed by Consultant. The bill shall itemize and describe the Services performed, identify personnel performing the Services and the time expended (for Services compensated on a time and expenses basis), with appropriate documentation of all of the foregoing attached thereto. Provided that Consultant delivers a properly completed, documented invoice to Owner, payment of undisputed amounts will be due thirty (30) days from Owner's receipt of such invoice; if invoices are untimely, incomplete or improperly documented, then payment may be delayed until the thirtieth day after Owner receives a properly completed, documented invoice. Consultant agrees to provide any supporting documentation for each invoice which Owner reasonably requests. Consultant shall provide an executed statutory form of lien waiver and release with each invoice and upon receipt of final payment as a condition to payment. Any payment made hereunder prior to completion and acceptance of the Services shall not be construed as evidence of acceptance by Owner of any part of Consultant's Services.

For a period of six (6) years following substantial completion of the Project, Consultant shall maintain full and accurate records and books of account necessary to document: (a) all

activities undertaken by or on behalf of Consultant (including by its agents and Subconsultants) in the course of performing Services hereunder; and (b) all charges, expenses and disbursements incurred by Consultant, its agents or Subconsultants in performing Services hereunder. Consultant will promptly make such books and records available to Owner during normal business hours upon prior written request.

7. **Insurance.** Certain insurance requirements are set forth in the RFQ/P and are incorporated herein. Consultant agrees that at all times during the life of this Agreement, it shall maintain at its own cost those insurance coverages required by this Agreement.

8. **Indemnification.** Consultant shall, with respect to all Services which are covered by or incidental to this Agreement, indemnify, defend, and hold Owner and its employees, agents, board, commission and building committee members harmless from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, awards, fines or judgments, resulting from death or bodily injury to persons, injury to property or other loss, damage or expense, caused by or arising from Consultant's, its employee's, agent's, contractor's and/or subcontractor's breach of any obligation under this Agreement or the negligence or willful misconduct of any such party. The indemnified party shall have the right to approve the counsel selected by the indemnifying party to defend the indemnified party. This indemnity shall survive termination of this Agreement.

9. **Dispute Resolution.** Unless otherwise agreed in writing by the Parties, no dispute shall interfere with the prompt performance of their respective obligations under this Agreement. Notwithstanding a dispute, Consultant shall continue to perform its Services, and Owner shall continue to make payment of all undisputed amounts in accordance with the provisions of the Agreement.

(a) In the event of a dispute regarding the scope of work or interpretation of this Agreement, or any other claims or controversy between Owner and Consultant, the Parties agree to have their project representatives meet and attempt to resolve the disagreement as early and quickly as practicable. Such meeting shall be commenced within ten (10) business days after the meeting request for the express purpose of openly sharing information concerning the dispute and attempting in good faith to resolve the disagreement.

(b) Any claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement, and not resolved by the meetings described above, shall be submitted to non-binding mediation prior to the initiation of any suit or other litigation. The mediation shall be administered by a mediator selected by the parties. If the parties do not agree on a mediator, the mediation shall be conducted through the American Arbitration Association or the ADR Center, Inc. The cost of the mediation shall be split equally between both Parties. This agreement to mediate shall be specifically enforceable under the laws of the State of Connecticut.

(c) If mediation is unsuccessful, then either party may commence legal proceedings. Any dispute between Owner and Consultant pertaining to or arising out of or in connection with this Agreement or the Project shall be decided by litigation venued exclusively in Connecticut Superior Court in and for the Judicial District of New Haven at New Haven, unless the Owner, in

its sole discretion, opts to arbitrate such dispute via the American Arbitration Association or ADR Center, Inc.

(d) The Parties agree that to the extent permitted by the contract documents, all third parties necessary to resolve a claim, dispute or controversy shall be parties to the same dispute resolution proceeding. To the extent disputes between Owner and Consultant involve, in whole or in part, disputes between Owner and any design professional or contractor or construction manager, Owner shall be entitled either to join Consultant in the proceeding commenced by or against the design professional or contractor or construction manager or to a stay of any dispute resolution proceeding commenced by Consultant pending resolution of the claim with the design professional or contractor. Consultant shall specifically bind the Subconsultants to the terms of these dispute resolution provisions.

10. Default. If Consultant at any time refuses or fails to perform the Services in a proper or timely fashion, or a petition is filed by or against Consultant under Chapter 7 or Chapter 11 of the United States Bankruptcy Code, or makes an assignment for the benefit of creditors without Owner's written consent, or fails to make prompt payment to persons furnishing labor, equipment or materials, or becomes delinquent with respect to contributions or payments required to be made to any employee benefit program or trust, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default. If Consultant fails to cure the default within five (5) calendar days after written notice thereof, Owner may, at its sole option, (a) provide any such labor, equipment and materials as may be necessary and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (b) terminate Consultant's right to proceed with the Services. If Owner elects to terminate, Consultant will deliver to Owner a complete set of the data, documents and materials previously prepared by Consultant reflecting the current state of preparation, together (if applicable) with a disc or discs containing the same and will use good faith efforts to cause an orderly transition to, and will cooperate with on a transitional basis, Owner's new consulting firm (if any) for the Project engaged to provide similar services. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by Owner in finishing the Services, such excess shall be paid by Owner to Consultant; but, if such expense shall exceed such unpaid balance, then Consultant shall promptly pay to Owner the difference. The expense referred to in the last sentence shall include expenses incurred by Owner for furnishing materials, for finishing the Services, for reasonable attorneys' fees, for additional program management or project management expense, and for any damages sustained by Owner by reason of Consultant's default. If it is determined by litigation, arbitration or otherwise that a termination by Owner for default was unjustified hereunder, the termination shall be deemed a termination for convenience under Section 11 below and Consultant shall be limited to the remedies in Section 11.

11. Termination for Convenience. Owner shall have the right to terminate this Agreement at any time in its sole discretion and with or without cause, by written notice to Consultant. Consultant shall stop work immediately upon receipt of a notice of termination and promptly deliver to Owner the results of the Services to the date of termination. Owner will compensate Consultant for Services performed prior to termination. Consultant shall not be entitled to any payment for so-called "lost profit" or any other type of consequential damage.

This right to terminate shall be in addition to, and not in lieu of, any other rights and remedies Owner may have at law or in equity.

12. **Intellectual Property.** To the extent Consultant is preparing data, documents or materials which may be subject to copyright or other intellectual property rights, Owner shall own such data, documents and materials and is granted those rights whether the Project is completed or not, and all work product shall be delivered to Owner on the earlier of (i) the substantial completion of the Services in a work authorization, or (ii) the date of termination of this Agreement. Consultant shall be deemed to have assigned any intellectual property rights (including copyrights) in such data, documents and materials to Owner. However, Consultant may retain a copy of its work product for its files and may revise portions thereof for other projects, provided that it not disclose any confidential information.

13. **Notices.** All notices required or permitted by this Agreement shall be in writing and may be accomplished either by personal delivery, first-class regular mail of the United States Post Office, express delivery by a reputable national carrier, or facsimile transmission with confirmation of transmission, sent to the party at the address or facsimile number shown in this Agreement. In addition, Consultant shall send any notices directed to Owner to Owner's Legal Department and to Owner's First Selectman at the address identified above for Owner. The written notice shall be effective on the date of receipt.

14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Connecticut.

15. **No Third Party Obligations.** Nothing contained in the Agreement shall be deemed to create a contractual relationship with, or create a cause of action in favor of, any third party against Consultant or Owner.

16. **Entire Agreement; Modification; Waiver.** The exhibits attached to this Agreement are incorporated herein. This Agreement, including its exhibits, constitutes the entire agreement of the Parties and supersedes any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter hereof. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. Consultant shall not be entitled to assign or delegate any of its rights or obligations hereunder without the prior written consent of Owner.

18. **Savings Clause.** If any provision of this Agreement, or any part thereof, shall be held to be invalid under any applicable federal, state, municipal or other law, ruling or regulation, then such provision shall remain in effect to the extent permitted, and the remaining provisions of this Agreement shall remain in full force and effect.

19. Execution. By their signature below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made. This Agreement may be signed in counterparts, each complete set of which shall constitute an original.

Town of Guilford	**[Consultant]**
By_____ (Signature) Printed Name: _____ Title: First Selectman	By_____ (Signature) Printed Name: _____ Title: _____

EXHIBIT A

SCOPE OF SERVICES

The general scope of Services are as described in RFQ/P #_____ (attached hereto as Exhibit A) and in the Agreement.

All Services must comply with all applicable laws, statutes, regulations and requirements of any governmental agency having jurisdiction over the Project, including but not limited to Chapter 173 of the Connecticut General Statutes.

AGREEMENT FOR SPECIAL INSPECTION SERVICES

AGREEMENT made as of June __, 2013

BETWEEN

"Owner": **Town of Guilford**
31 Park Street
Guilford, CT 06437

and "Consultant": _____
_____
_____

The "Project" is: **Guilford High School**

THIS AGREEMENT FOR SPECIAL INSPECTION SERVICES ("Agreement"), effective as of the date set forth above, is between Owner and Consultant, collectively referred to herein as the "Parties," who state and agree as follows:

1. **Consultant**. In response to Owner's written Request for Qualifications and Proposals #_____ ("RFQ/P"), respectively, which is expressly incorporated herein and a copy of which is attached hereto as Exhibit A, Consultant submitted its Statement of Qualifications and Proposal, which is expressly incorporated herein and made a part hereof. Owner selected Consultant to provide services described in the RFQ/P and now wishes to formally retain Consultant to provide services to Owner in connection with the Project. Consultant shall perform its services pursuant to this Agreement for the benefit of Owner. Consultant is an independent contractor and not an agent, servant or representative of Owner. Consultant will have no authority legally to obligate Owner except as specified in this Agreement or as otherwise specified in writing by Owner from time to time. The Consultant's duly authorized representative for purposes of this Agreement is _____ ("Consultant's Representative").

2. **Scope of Services.** Exhibit A attached hereto contains the RFQ/P which, together with the Statement of Special Inspections made part of the RFQ/P and other provisions set forth in Exhibit A and in this Agreement, outlines the full range of services that Consultant shall provide to Owner for the Project (the "Services").

Consultant will commence to plan, manage, perform and report on all Special Inspection Services immediately following written authorization by Owner to proceed. Consultant represents that it has been provided with (or provided with access to) all information, documents or other tangible or intangible items it requires to perfom the Services. All Special Inspection Services are to be conducted in a transparent manner and shall be done consistent with all applicable federal, state and local statutes, regulations and ordinances, and Connecticut State Department of Education Bureau of School Facilities ("DOE-BSF") requirements.

The Town of Guilford has retained the services of Tai Soo Kim Partners, LLC ("the Architect") to provide program evaluation and full-service architectural, interior design and engineering services in relation to the Project. The Architect has retained Michael Horton Associates, Inc. of Branford, Connecticut as its structural engineering consultant and GeoInsight Inc. of Middletown, Connecticut as geotechnical engineer. If necessary, Consultant shall coordinate its services with the Architect and its team but shall advise Owner in writing of any communications Consultant has with the Architect or its team.

All services of the Consultant are to be performed at the discretion of and as directed by the Guilford High School Building Committee (GHSBC).

Consultant represents that the Services shall be carried out in a good and workmanlike manner, consistent with all applicable statutes, codes, regulations, and rules, including but in no way limited to applicable requirements set forth in Chapter 173 of the Connecticut General Statutes, without errors or omissions. Consultant acknowledges that the Owner is receiving financial assistance from the State of Connecticut for the Project pursuant to Chapter 173 of the Connecticut General Statutes and Consultant covenants to perform its services in a manner which allows the Owner to maximize the amount of financial assistance it receives from the State of Connecticut.

3. **Time of Performance.** TIME IS OF THE ESSENCE WITH REGARD TO CONSULTANT'S PERFORMANCE OF SERVICES FOR THE PROJECT. Consultant agrees to perform its Services, including all reviews of documents provided by others, continuously, diligently, and in accordance with the Project schedule provided by Owner.

4. **Further Work.** If, during the course of the Services, Consultant discovers any fact or condition which would lead Consultant to recommend further analysis, evaluation or other services beyond the scope of the outstanding work authorizations, Consultant shall contact Owner to discuss Consultant's findings and recommendations and give an estimate of the cost of such further work. Owner may authorize Consultant to perform such additional work only by providing written direction to Consultant specifying the work to be performed and the maximum additional fee to be added to the amount authorized in the work authorization.

5. **Subconsultants; Employees.**

(a) Consultant shall not contract with or otherwise engage, employ or utilize any consultants, contractors, or other third Parties (any such, a "Subconsultant") in connection with any Services without Owner's prior written consent in each instance. Consultant shall furnish

Owner with a list of Subconsultants proposed to be used on the Project prior to commencing Services under a particular work authorization, and shall promptly notify Owner of proposed changes to such list. Neither use of a Subconsultant by Consultant, nor Owner's consent thereto, shall relieve Consultant of its obligations under this Agreement. Consultant shall be responsible to Owner for the acts and omissions of its employees and Subconsultants, and their agents and employees. The terms, conditions, and provisions of the Consultant's agreement with each Subconsultant shall be subject and subordinate to, and not inconsistent with, the terms, conditions and provisions of this Agreement. Nothing contained herein shall create any relationship of contract or agency between Owner and any Subconsultant. Consultant's obligation to pay its Subconsultants is independent from Owner's obligation to pay Consultant for Services; Owner shall have no obligation to pay or enforce payment to Subconsultants. For purposes of Consultant's obligations and responsibilities under this Agreement, reference to "Consultant" shall be deemed to bind every Subconsultant of any tier, unless the context specifically requires otherwise.

(b) Consultant's proposal includes a staffing plan from Consultant indicating the persons and corresponding titles who will perform the Services. No changes to such staffing plan shall be permitted without advance written consent from Owner. Consultant shall employ individuals for the Project to whom Owner has no reasonable objection. In the event Owner has a reasonable objection to any employee performing Services, it shall notify Consultant, which shall promptly cause the individual to be removed from the Project and replace same with an unobjectionable employee at no cost to Owner.

6. **Compensation; Documentation.** For its services, Consultant shall be paid the sum of _____ ($_____), payable upon completion of the Consultant's services in accordance herewith.

Consultant's reimbursable costs are, as per its proposal, included in the foregoing fee.

Upon written request by Owner, Consultant shall provide any additional services at the rates set forth in Consultant's proposal, attached hereto as **Exhibit B**. Consultant shall bill Owner monthly for any additional services requested by Owner and performed by Consultant. The bill shall itemize and describe the Services performed, identify personnel performing the Services and the time expended (for Services compensated on a time and expenses basis), with appropriate documentation of all of the foregoing attached thereto. Provided that Consultant delivers a properly completed, documented invoice to Owner, payment of undisputed amounts will be due thirty (30) days from Owner's receipt of such invoice; if invoices are untimely, incomplete or improperly documented, then payment may be delayed until the thirtieth day after Owner receives a properly completed, documented invoice. Consultant agrees to provide any supporting documentation for each invoice which Owner reasonably requests. Consultant shall provide an executed statutory form of lien waiver and release with each invoice and upon receipt of final payment as a condition to payment. Any payment made hereunder prior to completion and acceptance of the Services shall not be construed as evidence of acceptance by Owner of any part of Consultant's Services.

For a period of six (6) years following substantial completion of the Project, Consultant shall maintain full and accurate records and books of account necessary to document: (a) all

activities undertaken by or on behalf of Consultant (including by its agents and Subconsultants) in the course of performing Services hereunder; and (b) all charges, expenses and disbursements incurred by Consultant, its agents or Subconsultants in performing Services hereunder. Consultant will promptly make such books and records available to Owner during normal business hours upon prior written request.

7. **Insurance.** Certain insurance requirements are set forth in the RFQ/P and are incorporated herein. Consultant agrees that at all times during the life of this Agreement, it shall maintain at its own cost those insurance coverages required by this Agreement.

8. **Indemnification.** Consultant shall, with respect to all Services which are covered by or incidental to this Agreement, indemnify, defend, and hold Owner and its employees, agents, board, commission and building committee members harmless from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, awards, fines or judgments, resulting from death or bodily injury to persons, injury to property or other loss, damage or expense, caused by or arising from Consultant's, its employee's, agent's, contractor's and/or subcontractor's breach of any obligation under this Agreement or the negligence or willful misconduct of any such party. The indemnified party shall have the right to approve the counsel selected by the indemnifying party to defend the indemnified party. This indemnity shall survive termination of this Agreement.

9. **Dispute Resolution.** Unless otherwise agreed in writing by the Parties, no dispute shall interfere with the prompt performance of their respective obligations under this Agreement. Notwithstanding a dispute, Consultant shall continue to perform its Services, and Owner shall continue to make payment of all undisputed amounts in accordance with the provisions of the Agreement.

(a) In the event of a dispute regarding the scope of work or interpretation of this Agreement, or any other claims or controversy between Owner and Consultant, the Parties agree to have their project representatives meet and attempt to resolve the disagreement as early and quickly as practicable. Such meeting shall be commenced within ten (10) business days after the meeting request for the express purpose of openly sharing information concerning the dispute and attempting in good faith to resolve the disagreement.

(b) Any claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement, and not resolved by the meetings described above, shall be submitted to non-binding mediation prior to the initiation of any suit or other litigation. The mediation shall be administered by a mediator selected by the parties. If the parties do not agree on a mediator, the mediation shall be conducted through the American Arbitration Association or the ADR Center, Inc. The cost of the mediation shall be split equally between both Parties. This agreement to mediate shall be specifically enforceable under the laws of the State of Connecticut.

(c) If mediation is unsuccessful, then either party may commence legal proceedings. Any dispute between Owner and Consultant pertaining to or arising out of or in connection with this Agreement or the Project shall be decided by litigation venued exclusively in Connecticut Superior Court in and for the Judicial District of New Haven at New Haven, unless the Owner, in

its sole discretion, opts to arbitrate such dispute via the American Arbitration Association or ADR Center, Inc.

(d) The Parties agree that to the extent permitted by the contract documents, all third parties necessary to resolve a claim, dispute or controversy shall be parties to the same dispute resolution proceeding. To the extent disputes between Owner and Consultant involve, in whole or in part, disputes between Owner and any design professional or contractor or construction manager, Owner shall be entitled either to join Consultant in the proceeding commenced by or against the design professional or contractor or construction manager or to a stay of any dispute resolution proceeding commenced by Consultant pending resolution of the claim with the design professional or contractor. Consultant shall specifically bind the Subconsultants to the terms of these dispute resolution provisions.

10. Default. If Consultant at any time refuses or fails to perform the Services in a proper or timely fashion, or a petition is filed by or against Consultant under Chapter 7 or Chapter 11 of the United States Bankruptcy Code, or makes an assignment for the benefit of creditors without Owner's written consent, or fails to make prompt payment to persons furnishing labor, equipment or materials, or becomes delinquent with respect to contributions or payments required to be made to any employee benefit program or trust, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default. If Consultant fails to cure the default within five (5) calendar days after written notice thereof, Owner may, at its sole option, (a) provide any such labor, equipment and materials as may be necessary and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (b) terminate Consultant's right to proceed with the Services. If Owner elects to terminate, Consultant will deliver to Owner a complete set of the data, documents and materials previously prepared by Consultant reflecting the current state of preparation, together (if applicable) with a disc or discs containing the same and will use good faith efforts to cause an orderly transition to, and will cooperate with on a transitional basis, Owner's new consulting firm (if any) for the Project engaged to provide similar services. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by Owner in finishing the Services, such excess shall be paid by Owner to Consultant; but, if such expense shall exceed such unpaid balance, then Consultant shall promptly pay to Owner the difference. The expense referred to in the last sentence shall include expenses incurred by Owner for furnishing materials, for finishing the Services, for reasonable attorneys' fees, for additional program management or project management expense, and for any damages sustained by Owner by reason of Consultant's default. If it is determined by litigation, arbitration or otherwise that a termination by Owner for default was unjustified hereunder, the termination shall be deemed a termination for convenience under Section 11 below and Consultant shall be limited to the remedies in Section 11.

11. Termination for Convenience. Owner shall have the right to terminate this Agreement at any time in its sole discretion and with or without cause, by written notice to Consultant. Consultant shall stop work immediately upon receipt of a notice of termination and promptly deliver to Owner the results of the Services to the date of termination. Owner will compensate Consultant for Services performed prior to termination. Consultant shall not be entitled to any payment for so-called "lost profit" or any other type of consequential damage.

This right to terminate shall be in addition to, and not in lieu of, any other rights and remedies Owner may have at law or in equity.

12. **Intellectual Property.** To the extent Consultant is preparing data, documents or materials which may be subject to copyright or other intellectual property rights, Owner shall own such data, documents and materials and is granted those rights whether the Project is completed or not, and all work product shall be delivered to Owner on the earlier of (i) the substantial completion of the Services in a work authorization, or (ii) the date of termination of this Agreement. Consultant shall be deemed to have assigned any intellectual property rights (including copyrights) in such data, documents and materials to Owner. However, Consultant may retain a copy of its work product for its files and may revise portions thereof for other projects, provided that it not disclose any confidential information.

13. **Notices.** All notices required or permitted by this Agreement shall be in writing and may be accomplished either by personal delivery, first-class regular mail of the United States Post Office, express delivery by a reputable national carrier, or facsimile transmission with confirmation of transmission, sent to the party at the address or facsimile number shown in this Agreement. In addition, Consultant shall send any notices directed to Owner to Owner's Legal Department and to Owner's First Selectman at the address identified above for Owner. The written notice shall be effective on the date of receipt.

14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Connecticut.

15. **No Third Party Obligations.** Nothing contained in the Agreement shall be deemed to create a contractual relationship with, or create a cause of action in favor of, any third party against Consultant or Owner.

16. **Entire Agreement; Modification; Waiver.** The exhibits attached to this Agreement are incorporated herein. This Agreement, including its exhibits, constitutes the entire agreement of the Parties and supersedes any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter hereof. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. Consultant shall not be entitled to assign or delegate any of its rights or obligations hereunder without the prior written consent of Owner.

18. **Savings Clause.** If any provision of this Agreement, or any part thereof, shall be held to be invalid under any applicable federal, state, municipal or other law, ruling or regulation, then such provision shall remain in effect to the extent permitted, and the remaining provisions of this Agreement shall remain in full force and effect.

19. **Execution.** By their signature below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made. This Agreement may be signed in counterparts, each complete set of which shall constitute an original.

Town of Guilford	**[Consultant]**
By_____ (Signature) Printed Name: _____ Title: First Selectman	By_____ (Signature) Printed Name: _____ Title: _____

EXHIBIT A

SCOPE OF SERVICES

The general scope of Services are as described in RFQ/P #_____ (attached hereto as Exhibit A) and in the Agreement.

All Services must comply with all applicable laws, statutes, regulations and requirements of any governmental agency having jurisdiction over the Project, including but not limited to Chapter 173 of the Connecticut General Statutes.

X.

Statement of Special Inspections

Project: *Guilford High School*

Location: *605 New England Road Guilford, Connecticut*

Owner: *Town of Guilford*

Design Professional in Responsible Charge: *Michael Horton Associates, Inc.*

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

X Structural ☐ Mechanical/Electrical/Plumbing

☐ Architectural ☐ Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *Monthly* or ☐ per attached schedule.

Prepared by:

Douglas McCloskey
(type or print name)

05/29/13
Signature Date

Design Professional Seal

Owner's Authorization:

Signature Date

Building Official's Acceptance:

Signature Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- ☒ Soils and Foundations
- ☒ Cast-in-Place Concrete
- ☒ Precast Concrete
- ☒ Masonry
- ☒ Structural Steel
- ☒ Cold-Formed Steel Framing
- ☒ Spray Fire Resistant Material
- ☐ Wood Construction
- ☐ Exterior Insulation and Finish System
- ☐ Mechanical & Electrical Systems
- ☐ Architectural Systems
- ☐ Special Cases

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. **Special Inspection Coordinator**	*TBD*	
2. Inspector	*TBD*	
3. Inspector		
4. Testing Agency	*TBD*	
5. Testing Agency		
6. Other		

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Quality Assurance Plan

Quality Assurance for Seismic Resistance

Seismic Design Category	*B*
Quality Assurance Plan Required (Y/N)	*Y*

Description of seismic force resisting system and designated seismic systems:
Structural Steel Concentric Braced Frames and Masonry Shear Walls

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust)	*110 MPH*
Wind Exposure Category	*B*
Quality Assurance Plan Required (Y/N)	*Y*

Description of wind force resisting system and designated wind resisting components:
Structural Steel Concentric Braced Frames and Masonry Shear Walls

Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT	Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

ACI-CFTT	Concrete Field Testing Technician – Grade 1
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2
ACI-STT	Strength Testing Technician

American Welding Society (AWS) Certification

AWS-CWI	Certified Welding Inspector
AWS/AISC-SSI	Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.

International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

National Institute for Certification in Engineering Technologies (NICET)

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

Exterior Design Institute (EDI) Certification

EDI-EIFS	EIFS Third Party Inspector

Other

_____ _____

Soils and Foundations

Item	Agency # (Qualif.)	Scope
1. Shallow Foundations	*2 PE/GE*	*Inspect soils below footings for adequate bearing capacity and consistency with geotechnical report.* *Inspect removal of unsuitable material and preparation of subgrade prior to placement of controlled fill*
2. Controlled Structural Fill	*4*	*Perform sieve tests (ASTM D422 & D1140) and modified Proctor tests (ASTM D1557) of each source of fill material.* *Inspect placement, lift thickness and compaction of controlled fill.* *Test density of each lift of fill by nuclear methods (ASTM D2922)* *Verify extent and slope of fill placement.*
3. Deep Foundations		
4. Load Testing		
4. Other:		

Cast-in-Place Concrete

Item	Agency # (Qualif.)	Scope
1. Mix Design	*4 ACI*	*Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design.*
2. Material Certification	*1, 4*	*Review submitted certifications as required per the Project Specifications.*
3. Reinforcement Installation	*1*	*Inspect size, spacing, cover, positioning and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. Inspect bar laps and mechanical splices. Verify that bars are adequately tied and supported on chairs or bolsters*
4. Post-Tensioning Operations		
5. Welding of Reinforcing	*4 AWS*	*Visually inspect all reinforcing steel welds. Verify weldability of reinforcing steel. Inspect preheating of steel when required.*
6. Anchor Rods	*4*	*Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.*
7. Concrete Placement	*4 ACI*	*Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.*
8. Sampling and Testing of Concrete	*4 ACI*	*Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).*
9. Curing and Protection	*4 ACI*	*Inspect curing, cold weather protection and hot weather protection procedures.*
10. Other:		

Precast Concrete

Item	Agency # (Qualif.)	Scope
1. Plant Certification / Quality Control Procedures ☐ Fabricator Exempt	*4*	*Review plant operations and quality control procedures.*
2. Mix Design	*4*	*Inspect concrete batching operations and verify compliance with approved mix design*
3. Material Certification		
4. Reinforcement Installation	*4*	*Inspect size, spacing, position and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials.*
5. Prestress Operations	*4*	*Inspect placement, stressing, grouting and protection of prestressing tendons*
6. Connections / Embedded Items		
7. Formwork Geometry		
8. Concrete Placement	*4*	*Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated .*
9. Sampling and Testing of Concrete	*4*	*Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).*
10. Curing and Protection	*4*	*Inspect curing, cold weather protection and hot weather protection procedures.*
11. Erected Precast Elements	*4*	*Inspect erection of precast concrete including member configuration, connections, welding and grouting.*
12. Other:		

Masonry - Buildings B&C

Required Inspection Level: ☒ 1 ☐ 2

Item	Agency # (Qualif.)	Scope
1. Material Certification	*1/4*	*Review submitted certifications as required per the Project Specifications.*
2. Mixing of Mortar and Grout	*4*	*Periodically inspect proportioning, mixing and retempering of mortar and grout.*
3. Installation of Masonry	*4*	*Periodically inspect size, layout, bonding and placement of masonry units.*
4. Mortar Joints	*4*	*Periodically inspect construction of mortar joints including tooling and filling of head joints.*
5. Reinforcement Installation	*4*	*Periodically inspect placement, positioning and lapping of reinforcing steel.* *Continuously inspect welding of reinforcing steel.*
6. Prestressed Masonry	*None*	
7. Grouting Operations	*4*	*Inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.*
7. Weather Protection	*4*	*Periodically inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.*
9. Evaluation of Masonry Strength	*4*	*Periodically test compressive strength of mortar(2 sets at start of construction) and grout cube samples for each days grouting(ASTM C780).*
10. Anchors and Ties	*4*	*Periodically inspect size, location, spacing and embedment of dowels, anchors and ties. Masonry veneer wall ties are not required to be inspected.*
11. Other:	*None*	

Masonry - . Buildings A&D

Required Inspection Level: ☐ 1 ☒ 2

Item	Agency # (Qualif.)	Scope
1. Material Certification	*1/4*	*Review submitted certifications as required per the Project Specifications.*
2. Mixing of Mortar and Grout	*4*	*Periodically inspect proportioning, mixing and retempering of mortar and grout.*
3. Installation of Masonry	*4*	*Periodically inspect size, layout, bonding and placement of masonry units.*
4. Mortar Joints	*4*	*Periodically inspect construction of mortar joints including tooling and filling of head joints.*
5. Reinforcement Installation	*4*	*Continuously inspect placement, positioning and lapping of reinforcing steel.* *Continuously inspect welding of reinforcing steel.*
6. Prestressed Masonry	*None*	
7. Grouting Operations	*4*	*Continuously inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.*
7. Weather Protection	*4*	*Periodically inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.*
9. Evaluation of Masonry Strength	*4*	*Continuously test compressive strength of mortar(2 sets at start of construction) and grout cube samples for each days grouting(ASTM C780).*
10. Anchors and Ties	*4*	*Continuously inspect size, location, spacing and embedment of dowels, anchors and ties, including masonry veneer anchors.*
11. Other:	*None*	

Structural Steel

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures ☐ Fabricator Exempt	*4 AWS/AISC*	*Review certifications submitted by structural steel fabricator in accordance with project specifications*
2. Material Certification	*4*	*Review certified mill test reports and identification markings on steel shapes, high-strength bolts, nuts and welding electrodes*
3. Open Web Steel Joists	*4 AWS/AISC*	*Inspect installation, field welding and bridging of joists.*
4. Bolting	*4 AWS/AISC*	*Inspect installation and tightening of high-strength bolts. Verify that splines have separated from tension control bolts. Verify proper tightening sequence. Continuous inspection of bolts in slip-critical connections.*
5. Welding	*4 AWS*	*Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds.* *Ultrasonic testing of all full-penetration welds.*
6. Shear Connectors	*4*	*Inspect size, layout and installation of shear connectors for conformancee with Contract Documents and specifications*
7. Structural Details	*1,4*	*Inspect steel frame for compliance with contract documents, including bracing, member configuration and connection details.*
8. Metal Deck	*4*	*Inspect fastening of floor and roof deck for conformance with contract documents and specifications.*
9. Other:		

Cold-Formed Steel Framing

Item	Agency # (Qualif.)	Scope
1. Member Sizes	*4*	*Inspect size of members for conformance to the Contract Documents and shop drawings, for work constructed.*
2. Material Thickness	*4*	*Review product data submission for conformance with the Contract Documents and shop drawings, for work constructed.*
3. Material Properties	*4*	*Review product data submission for conformance with the Contract Documents and shop drawings, for work constructed.*
4. Mechanical Connections	*4*	*Review installation of screw connections for conformance with the Contract Documents and shop drawings, for work constructed.*
5. Welding	*4 AWS*	*Review installation of welded connections for conformance with the Contract Documents and shop drawings, for work constructed.*
6. Framing Details	*4*	*Review installation of cold formed structural metal framing for conformance with the Contract Documents and shop drawings, for work constructed.*
7. Trusses	*NA*	
8. Permanent Truss Bracing	*NA*	
9. Other:	*4*	*Inspect size, location, spacing and attachment of the wind screen assembly per the manufacturers shop drawings.*

Spray-Applied Fire Resistant Material

Item	Agency # (Qualif.)	Scope
1. Material Specifications		
2. Laboratory Tested Fire Resistance Design	*4*	*Review UL fire resistive design for each rated beam, column, or assembly.*
3. Schedule of Thickness	*4*	*Review approved thickness schedule.*
4. Surface Preparation	*4*	*Inspect surface preparation of steel prior to application of fireproofing*
5. Application	*4*	*Inspect application of fireproofing.*
6. Curing and Ambient Condition	*4*	*Verify ambient air temperature and ventilation is suitable for application and curing of fireproofing.*
7. Thickness	*4*	*Test thickness of fireproofing (ASTM E605). Perform a set of thickness measurements for every 1,000 SF of floor and roof assemblies and on not less than 25% of rated beams and columns.*
8. Density	*4*	*Test the density of fireproofing material (ASTM E605).*
9. Bond Strength	*4*	*Test the cohesive/adhesive bond strength of fireproofing ASTM E736). Perform not less than one test for each 10,000 SF.*
10. Other:		

Guilford High School - New School Construction
Guilford, CT **June 1 '13**
Materials Testing and Inspection
Unit Pricing & Budget Costs

Quantity	Unit	Task Description	Unit Cost	Extension
		Note:Rates to include all equipment and supplies required for testing or inspection.		
		Soils		
		1. Shallow Foundation Inspection (Agency #2 PE/GE)		
15	1/2 Day	Half day		$0.00
1	Days	Full day		$0.00
per hour	hrs	Overtime		
		2. Controlled Structural Fill (Agency # 4 PE/GE)		
30	1/2 Day	Half day		$0.00
40	Days	Full day		$0.00
per hour	hrs	Overtime		
		Lab Tests		
10	ea	Gradation		$0.00
10	ea	Proctor		$0.00
10	ea	#200 sieve wash		$0.00
		Sampling Materials		
	hr	Hours/Pick up Trip		
	$	$/hour for pick up trips		
		Confirm no pick up charge if lab onsite for other testing.		
		Page 1		

Guilford High School - New School Construction
Guilford, CT **June 1 '13**
Materials Testing and Inspection
Unit Pricing & Budget Costs

Quantity	Unit	Task Description	Unit Cost	Extension
		Concrete		
		1. Mix Design, 6. Anchor Rods (Agency #4)		
4	1/2 Day	Half day		$0.00
4	Days	Full day		$0.00
per hour	hrs	Overtime		
		2. Material Certification (Agency 1,4)		
	1/2 Day	Half day		$0.00
	Days	Full day		$0.00
		5. Welding of Reinforcing (Agency 4 AWS)		
6	1/2 Day	Half day		$0.00
4	Days	Full day		$0.00
		7. Concrete Placement, 8. Sampling and Testing of Concrete, 9.Curing and Protection (Agency #4 ACI)		
8	1/2 Day	Half day		$0.00
24	Days	Full day		$0.00
per hour	hrs	Overtime		
150	ea	Cylinder Tests		$0.00
	hr	Hours/Pick up Trip		
	$	$/hour for pick up trips		
		Confirm no pick up charge if lab onsite for other testing.		
		Page 2		

Guilford High School - New School Construction
Guilford, CT **June 1 '13**
Materials Testing and Inspection
Unit Pricing & Budget Costs

Quantity	Unit	Task Description	Unit Cost	Extension
		PRECAST		
		Shop Inspection		
2	1/2 Day	Half day		$0.00
2	Days	Full day		$0.00
		Masonry		
		1. Material Certification (Agency #1,4)		
2	1/2 Day	Half Day		$0.00
2	Days	Full Day		$0.00
		2. Mixing of Mortar and Grout, 3. Installation of Masonry, 4. Mortar Joints, 5. Reinforcement Installation, 6.Prestressed Masonry, 7. Grouting Operations, 7. Weather Protection, 9. Evaluation of Masonry Strength, 10. Anchors and Ties (Agency #4)		
50	1/2 Day	Half Day		$0.00
80	Days	Full Day		$0.00
5	Days	Second Shift - Half day (3pm-11pm)		$0.00
per hour	hrs	Overtime		
		Compressive Tests of:		
60	ea	Grout or Mortar Cubes		$0.00
20	ea	Grout or Mortar Prisms		$0.00

Guilford High School - New School Construction
Guilford, CT **June 1 '13**
Materials Testing and Inspection
Unit Pricing & Budget Costs

Quantity	Unit	Task Description	Unit Cost	Extension
		Structural Steel		
		1. Fabricator Certification/Quality Control Procedures, Shop Inspection if required, 3. Open Weld Steel Joists, , 4. Bolting, 5. Welding (Agency #4 AWS/AISC)		
20	days	Full Day		$0.00
8	hrs	Per hour		$0.00
		2. Material Certification Review certified mill test reports, 6. Shear connectors, 8. Metal Deck (Agency #4)		
14	1/2 days	Half Day		$0.00
		7. Structural Details (Agency #1,4)		
2	1/2 Day	Half day		$0.00
6	Days	Full Day		$0.00
		Note: Rates to include all individual material test costs done in the course of the work.		
		Cold Formed Steel Framing		
		1. Member size, 2. Material thickness, 3. Material Properties, 4. Mechanical Connections, 5.Welding (Note:Agency #4 AWS), 6. Framing Details, 9. Other -Wind Screen Assembly (Agency #4)		
12	1/2 Day	Half day		$0.00
4	Days	Full day		$0.00

Guilford High School - New School Construction
Guilford, CT **June 1 '13**
Materials Testing and Inspection
Unit Pricing & Budget Costs

Quantity	Unit	Task Description	Unit Cost	Extension
		Spray Applied Fire Resistant Material		
		1. Material specifications, 2. Lab Tested Fire Resistance Design, 3. Schedule of Thickness, 4. Surface Preparation, 5. Application, 6. Curing and Ambient Conditions, 7. Thickness, 8. Density, 9. Bond Strength (Agency #4)		
20	1/2 Day	Half day		$0.00
4	Days	Full day		$0.00
		Intumescent Paint		
10	1/2 Day	Half day		$0.00
		Asphalt		
		Field Inspections		
10	1/2 Day	Half day		$0.00
6	Days	Full day		$0.00
per hour	hrs	Overtime		
		Testing		
10	ea	Content & Aggregate Gradation		$0.00
		Combination Rate		
		Soil and/or concrete and/or masonry		
1	1/2 Day	Half day		$0.00
1	Days	Full day		$0.00
per hour	hrs	Overtime		
		Moisture Emission Testing		
1	Set Up	Half day		$0.00
10	Kits	Kits		$0.00

Guilford High School - New School Construction
Guilford, CT **June 1 '13**
Materials Testing and Inspection
Unit Pricing & Budget Costs

Quantity	Unit	Task Description	Unit Cost	Extension
		TOTAL ALL EXTENDED TESTING COSTS		**$0.00**
		Travel Time		
		1/2 hour each way to be included for each to/from inspector trip. 1/2 day rate includes 3 hours on site+1 hour travel time. Full day rate includes 7 hours on site+1hour travel time. No other travel time charges will be accepted.		
		Mileage		
		Mileage charges to be included in rates above.		

Guilford High School - New School Construction
Guilford, CT **June 1 '13**
Materials Testing and Inspection
Unit Pricing & Budget Costs

Quantity	Unit	Task Description	Unit Cost	Extension
		SPECIAL INSPECTIONS		
		Mechanical & Electrical Special Inspections		
		2. Mechanical, HVAC & Piping, 3. Electrical systems (Agency #4 PE/SE)		
10	1/2 Day	Half day		$0.00
5	Days	Full day		$0.00
Alternate pricing by the hour				
400	Hours			
		3. Reinforcement Installation, (Agency #1)		
20	1/2 Day	Half day		$0.00
40	Days	Full day		$0.00
		Structural steel oversight (Agency #1)		
6	1/2 Day	Half day		$0.00
		Administrative		
300	hrs	Special Inspections (Review all test reports and issue monthly report) $/hour		$0.00
4	per/ mtg	Charge for PE to attend meeting, # of hour minimum		$0.00
		Other administrative, copying or other miscellaneous charges		
	per/ page	Extra Copies over (4)		
		Other proposed reimbursable expenses		
		SPECIAL INSPECTIONS TOTAL		**$0.00**