



Town of New Canaan
Saxe Building Committee
New Canaan, CT

**Request for Qualifications / Fee Proposal for
Special Inspections Coordinator &
Material Testing Services**

May 03, 2016

Additions & Alterations

Saxe Middle School
468 South Avenue
New Canaan, CT 06840

CT State Project #TMP-090-SBSB
#2016-003

SLAM
CONSTRUCTION SERVICES



Town of New Canaan Saxe Building Committee New Canaan, CT

I. Proposal Overview:

1.00 On behalf of the Town of New Canaan, S/L/A/M Construction Services is requesting Qualifications and Fee Proposals for the Special Inspections Coordinator and Materials Testing Services, for the additions and alterations to the Saxe Middle School in New Canaan, CT more specifically described below in this RFP (the "Project"). The final plans, dated December 2, 2015 developed by the Architect JCJ Architecture are available upon request. Please contact Steve Burgess, sburgess@jcj.com.

The Project includes the following elements:

I. Auditorium Renovation

The Saxe Auditorium is a 764-seat, 8,200 SF facility initially constructed in 1957 with minor subsequent renovations. Current known deficiencies include the acoustics, sound systems, lighting systems, fly system, HVAC systems, PCB & Asbestos, non-compliance with current ADA and other applicable building codes, safety considerations, seating, lack of catwalks and lack of stage-related storage spaces. JCJ Architecture has completed the architectural plans to bring the Auditorium into compliance with all applicable codes and safety standards for the renovation. Associated with the Auditorium portion of the Project will be new storage spaces for Auditorium accessories and equipment (such as sets, shells, risers, chairs and music stands).

II. Music/VPA Classroom Expansion and Renovation

There are currently space and storage deficiencies in the music/VPA section of the school. The plan is to relocate the art and STEM rooms into a new addition to allow the expansion of the VPA spaces. The work will consist of approximately 7,900 SF of light renovation and 7,525 SF of heavy renovations to accommodate the expanded program areas. The final plans, dated 12/02/15, developed by the Architect are available upon request.

III. Classroom Expansion Design



Town of New Canaan Saxe Building Committee New Canaan, CT

The Classroom expansion design of approximately 26,754 SF will include general, STEM, art, science, and special education classrooms and teacher support facilities incorporated into a new two-story classroom addition (approximately 12 classrooms, plus the relocated STEM and art classrooms) in the northwest portion of the Saxe campus, as shown in the attached final Design package included via separate attachment. The work will also involve some renovations to the existing classroom wing where the addition connects to the existing building.

1.01 S/L/A/M Construction Services has been retained by the Owner to administer the Special Inspections Coordinator and Material Testing Services selection process and is acting as the Owner's Representative for the Project. O & G Industries, Inc. has been retained as Construction Manager for the Project and JCJ Architecture has been retained as the Project Architect.

1.02 **Schedule:**

- Submissions Due May 18, 2016 at 11:00 AM
- Contract Award May 26, 2016 (tentatively)
- Construction New Addition June 21, 2016 – September 2017
- Auditorium Renovation July 2016 – March 2017
- Renovation June 2017 – October 2017
- Project Completion October 2017

1.03 No oral interpretations shall be made to respondents to clarify these documents, or shall modify provisions of this request. Requests for an interpretation shall be made in writing, addressed and forwarded to S/L/A/M Construction Services, Attn: Eugene Torone via e-mail at torone@slamcoll.com . To receive consideration, request for interpretation shall be submitted in writing at least seventy-two hours (72) prior to the established date and time for receipt of proposals. S/L/A/M Construction Services will issue responses as addenda, which shall become a part of the RFP. Non-receipt of addenda shall not excuse the respondent's with those addenda. It is the responsibility of each respondent to determine whether any addenda have been



Town of New Canaan Saxe Building Committee New Canaan, CT

issued, if so, whether he has received a copy of each. No alleged "verbal interpretation" shall be valid. Addenda issued during the solicitation period shall supersede previous information.

Hand deliver (4) originals of your Qualifications & Fee Proposal containing the entire submission in a sealed envelope labeled:
"QUALIFICATIONS & FEE PROPOSAL"

To the Town of New Canaan:
New Canaan Public Schools Central Office
39 Locust Avenue
New Canaan, CT 06840
Attn: Dr. Jo-Ann Keating

- 1.04 Respondents are hereby notified that the submitted proposal packages contained therein and attached thereto may become public information upon selection of the successful respondent.
- 1.05 The Owner reserves the right to reject any or all proposals for any reason it determines to be in its best interests or, in the alternative, to abandon the selection process in whole or in part. In the event there is a discrepancy between the unit price and extended price the unit price will prevail. In the event there is a discrepancy between the written price and numeric price the written price will prevail. The Owner reserves the right to waive any defects in the proposal.
- 1.06 Prior to performing services, the successful respondent shall enter into a written contract with the Owner on the form attached hereto as Exhibit A.
- 1.07 All contractors should note that the award of the contract will be subject to approval of the Board of Selectmen and appropriation of funds by the Town of New Canaan and other proper agencies, commissions and boards. If funds are not



Town of New Canaan Saxe Building Committee New Canaan, CT

available, for any reason, any contract resulting from this RFP will become void and of no force and effect at the election of the Owner.

II. Special Inspections Coordinator and Material Testing Services

- 2.00 The Special Inspections and Material Testing Firm must identify staff to be assigned to this Project and agree that all personnel assigned to this Project are individually qualified for this type of work. The Special Inspections and Material Testing Firm and other team members must be experienced in public school, multi-phased projects of similar size and scope.
- 2.01 The Special Inspections piece of the fee will be fixed. The Materials Testing will be based on rates and scope of work outlined in the Statement of Special Inspections.
- 2.02 Subcontracting of any Special Inspections and Material Testing personnel outlined within this proposal will not be allowed and will be grounds for rejection.

III. Qualifications and Experience

- 3.01 The Special Inspections and Material Testing Firm is an entity identified by the Owner who leads, coordinates and approves all materials testing results against established standard.
- 3.02 The Special Inspections and Material Testing Firm shall not be an employee of the Construction Manager, Owner's Representative, Architect or other consultants retained by the Owner, and shall be retained directly by the Owner.
- 3.03 At a minimum, the Special Inspections and Material Testing Firm's qualifications and experience shall include the following:
 - a. At least 5 years of experience in acting as Special Inspector
 - b. At least 5 years of experience performing Material Testing Services



Town of New Canaan Saxe Building Committee New Canaan, CT

- c. Knowledge of public school construction
- d. Excellent oral and written communications skills.
- e. Structural Engineer license registered in the State of CT
- f. Materials Testing Certifications for Technicians

IV. Submittal Requirements

4.01 The Special Inspections and Material Testing Firm's proposal shall include the following:

- a. A statement of qualifications and experience, as detailed in Article I.
- b. Identification of the following staff to be assigned to this Project:
 - 1) **Registered Structural Engineer** - having overall project management and review experience.
 - 2) **Field Engineer**- having lead design field inspections and reporting
 - 3) Materials Testing Certifications for Technicians
 - 4) List of individual and company certifications & licenses
- c. Provide a list of (3-5) projects that are similar in nature and scope, completed within the last seven (5) years.
 - For each referenced project, identify the following:
 - Project description
 - The Owner's name and contact information
 - Description of the full scope of services provided
 - Contractor or CM of project
- f. Demonstrate technical expertise on Special Inspections of similar nature.
- g. Demonstrate technical expertise on Material Testing of similar nature.



Town of New Canaan
Saxe Building Committee
New Canaan, CT

- 4.02. The proposal shall be signed by a representative having authority to make binding agreements for the Special Inspections and Material Testing Firm, whose name and title shall be printed below the signature along with the date of signing.
- 4.03. The Special Inspections and Material Testing Services firm name shall be clearly visible on every page of the proposal by stamp, label, printed header/footer, or some other satisfactory means.

V. Required Scope of Special Inspections Coordinator (include Statement of Special inspections)

- 5.01 For the review and compliance of the materials testing results against the contract documents and performing field inspections for scope of work identified in the attached Statement of Special Inspections.
- 5.02 Special inspections Services are to be provided in two (2) phases:
- A. During the **Construction** phase the Special Inspections Coordinator shall carry out the following scope of work:
- Organize and lead testing review and compliance
 - Reporting on results and follow up on non-conforming work
- B. During the **Closeout** phase the Special Inspections Coordinator shall carry out the following scope of work:
- Review, inspect, and verification of compliance of Statement of Special Inspections network connectivity.
 - Sign off of final statement of special inspections
 - Follow up and see to conclusion of all open review items



**Town of New Canaan
Saxe Building Committee
New Canaan, CT**

VI. Required Scope for Material Testing Services (include Statement of Special inspections)

- 6.01 Provide onsite Materials Testing Services with-in a 12 hour turnaround from notice by the CM.
- 6.02 Provide half day, full day and hourly rates for each test required in the attached, Statement of Special Inspections.

VII. General Provisions

All RFP's are subject to the General Terms and Conditions, specifications and contract proposal as provided.

7.01 Taxes

The Town of New Canaan is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the price. Exemption certificates will be furnished upon request.

7.02 Laws

All deliverables shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

7.03 Hold Harmless & Indemnification Agreement

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the Town of New Canaan and S/L/A/M Construction Services., its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.



Town of New Canaan Saxe Building Committee New Canaan, CT

7.04 Anti -Trust Claim Assignment Clause

The Consultant or sub-consultant offers and agrees to assign to the Town of New Canaan all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town of New Canaan awards or accepts such contract, without further acknowledgement by the parties.

7.05 Non-Collusive Bid Statement

The offeror, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The proposal has been arrived at independently and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other provider of the services described herein designed to limit independent bidding or competition, and,
- b. The contents of the submitted proposal have not been communicated by the offeror or its employees or agents to any person prior to the official opening(s) of the RFP.

The bidder further certifies that this statement is executed for the purposes of inducing the Town of New Canaan and S/L/A/M Construction Services to consider the RFP and make an award in accordance therewith.

7.06 Non Discrimination Clause

Pursuant to Section 4a-60 and 4a-60a of the Connecticut General Statutes as amended by Public Act 07-142 and 07-245, the bidder agrees and warrants that he or his sub-consultants will in the performance of the contract not discriminate or permit discrimination against any person or group of people on the grounds of race, color, religious creed, age, marital status, civil union, national origin, ancestry, sex, sexual orientation, mental retardation, including physical disability unless it is shown



Town of New Canaan Saxe Building Committee New Canaan, CT

by the Consultant that the physical disability prevents performance of the work. In addition, the Consultant agrees to comply with all other provisions of the aforementioned statutes.

Prior to entering into a contract and the issuance of a purchase order, the offeror shall provide to the Town of New Canaan documentation such as a company or corporate policy adopted by the governing body that supports the nondiscrimination agreement and warranty as stated above.

The Consultant further agrees that neither he nor his sub-consultants will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

7.07 Debarment

Persons or firms currently debarred on the State / Federal Debarment List pursuant to Connecticut General Statutes, Section 31-53a, as amended, shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.

7.08 Indemnification

The Consultant hereby agrees to defend, indemnify and hold the Town, its officials and employees harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney's fees, court costs, and expert witness fees, arising out of or in connection with the performance of the Consultant's services under the contract, except for injuries and damages caused by the sole negligence of the Town.



Town of New Canaan Saxe Building Committee New Canaan, CT

7.09 Independent Consultant

All activities performed by the Consultant and its agents, employees or representatives are, for all purposes under the contract, performed as an independent Consultant and not as an employee of the Town, and neither the Consultant nor its employees will be entitled to any benefits to which employees of the Town are entitled including, but not limited to, workers' compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

7.10 Stipulations

A contract issued as the result of a RFP shall not be considered exclusive. The Town of New Canaan reserves the right to contract with other vendors for similar services when deemed appropriate.

The Town of New Canaan maintains the right to withhold payment for unsatisfactory work product until such time that the defect is corrected.

The Town of New Canaan reserves the right to cancel the contract at any time with no cost to the Town. Any violations of the contract specifications shall be deemed to be justification to cancel the contract.

VIII. Insurance

The Consultant shall purchase the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect and indemnify the Town from all claims which may arise out of or result from the Consultant's obligations under this Agreement, whether caused by the Consultant or by a sub-Consultant or any person or entity directly or indirectly employed by said Consultant or by anyone for whose acts said Consultant may be liable:



Town of New Canaan Saxe Building Committee New Canaan, CT

The town's insurance requirements are listed below. As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to commencement of the work, describing the coverage and providing that the insurer shall give the Town written notice at least thirty days in advance of any termination, expiration or changes in coverage.

The selected Proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Services the following insurance coverages covering the Proposer and all of its agents, employees, consultants and other providers of all or part of the Services and shall name Town of New Canaan and Owner's Representative (S/L/A/M Construction Services) as Additional Insured on a primary and non-contributory basis to the Proposer's Commercial General Liability, and Automobile Liability Insurance shall be written with insurance carriers approved by Owner. Such insurance coverage will be purchased from a company or companies with an A.M./Best rating of A-(VII) or better. Minimum limits and requirements are stated below:

1. Worker's Compensation Insurance:
 - a. Statutory Coverage
 - b. Employer's Liability
 - c. \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
2. Commercial General Liability:
 - a. Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Architects.
 - b. Limits of Liability for Bodily Injury and Building Damage
 - c. Each Occurrence \$1,000,000
 - d. Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
 - e. A Waiver of Subrogation shall be provided
 - f. Coverage will continue three years after the completion of the work.



Town of New Canaan Saxe Building Committee New Canaan, CT

3. Automobile Insurance:
 - a. Including all owned, hired, borrowed and non-owned vehicles
 - b. Limit of Liability for Bodily Injury and Building Damage:
 - c. Per Accident \$1,000,000
4. Umbrella Liability Insurance:
 - a. Umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages for commercial general liability and automobile insurance described above. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
5. Errors and Omissions Liability or Professional Services Liability Policy
 - a. Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$2,000,000 each occurrence or per claim.
 - b. The Proposer agrees to maintain continuous professional liability coverage for the entire duration of this Project and for seven (7) years beyond substantial completion of the Project. Should the Proposer not maintain continuous coverage, the Proposer shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town of New Canaan certificates of insurance prior to execution of the agreement.



Town of New Canaan
Saxe Building Committee
New Canaan, CT

IX. Fee Proposal Format – Saxe Middle School Expansion & Alterations

BID PROPOSAL
State Project # TMP 090-SBSB

The undersigned _____, doing business with NCPS in the Town of New Canaan, CT, submits herewith, in conformity with the general terms and conditions and specifications for the above mentioned project, the following proposal for: **Special Inspections and Material Testing Coordinator for New Canaan Public School**. Service can begin preconstruction within _____ days after authorization to proceed.

FEE SCHEDULE

	<u>Description</u>	<u>Fee</u>
1.	Special Inspections: Construction Phase	
2.	Special Inspections: Closeout Phase	
3.	Special Inspections: Total Fee	
4.	Materials Testing (Attach Rate Sheet)	

Company Name: _____

Name / Title: _____

Signature / Date: _____

X. Criteria for Evaluating Proposals

The proposals will be viewed and scored by the Owner's Representative, Architect, Construction Manager and Building Committee Representatives. The Owner and Owner's Representative reserve the right to consider other criteria; to waive irregularities and to reject any or all proposals. Proposals will be evaluated based on the following criteria.

- 10.01 Company qualifications and experience acting as Special Inspections Coordinator, on public school or similar projects of similar size and scope as this Project.
- 10.02 Proposed staffing plan and project team members' qualifications and working experience, of comparable construction projects of similar size and scope as this Project.
- 10.03 Demonstrated ability in delivering responsive and timely input on test results
- 10.04 Client satisfaction with past performance.
- 10.05 Fee and costs for the work.

SAMPLE AGREEMENT

AGREEMENT FOR SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES

AGREEMENT made as of _____, 2016

BETWEEN

"Owner": Town of New Canaan
77 Main Street
New Canaan, CT 06840

and "Consultant":

The "Project" is: Saxe Middle School, Additions and Alterations, New Canaan, CT

This Agreement for Special Inspection and Material Testing Services (the "Agreement") is dated and effective as of the date set forth above between the Owner and the Consultant (collectively, the "Parties"), who agree as follows:

1. **Consultant.** In response to Owner's written Request for Proposals dated: May 03, 2016, State Project No. TMP-090-SBSB (the "RFP"), which is incorporated herein and a copy of which is attached hereto as **Exhibit ___**, Consultant submitted its Response to RFP and Proposal, which is incorporated herein and a copy of which is attached here to as **Exhibit ___** (the "Proposal"). Owner selected Consultant to provide services described in the RFP 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 and Performance.

- (a) The RFP, including the Statements of Special Inspections made part of the RFP (and included in **Exhibit ____**), outlines the Special Inspection and Material Testing Services that Consultant shall provide to Owner for the Project (the "Services"). Inconsistencies and conflicts between the terms and conditions of the RFP and the terms and conditions of the Proposal shall be resolved in favor of the terms and conditions of the RFP.
- (b) That certain New Canaan Saxe Middle School Additions & Alterations Project Plans and Manual dated December 02, 2015, as amended (the "Project Manual") is hereby incorporated into this Agreement by reference. Consultant shall abide by the provisions of the Plans and Project Manual to the extent that they apply to the performance of the Services.
- (c) Consultant will commence to plan, manage, perform, review and report on all 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 perform the Services. All Services are to be conducted in a transparent manner and shall be done consistent with the Project Manual and all applicable federal, state and local statutes, ordinances, & Standard of care.
- (d) The Owner has retained the services of JCJ Architecture in Hartford, CT ("the Architect") to provide architectural services in relation to the Project. The Architect has retained Macchi Engineering, LLC. of Hartford, CT as its structural engineering consultant (the "Structural Engineer") and TPA Design Group of New Haven, CT as its geotechnical engineer (the "Geotech Engineer"). The Consultant shall coordinate its services with the Construction Manager, O&G Industries, Architect, the Structural Engineer, the Geotech Engineer and the other members of the Architect's engineering team and shall advise Owner in writing of all communications Consultant has with the Architect, the Structural Engineer, the Geotech Engineer and the other members of the Architect's engineering team.

- (e) All Services are to be performed at the discretion of and as directed by the Saxe Building Committee ("SBC") and or its agents.
 - (f) Consultant represents that the Services shall be carried out in a good and workman like manner, consistent with the Project Manual and all applicable statutes, codes, regulations and rules.
- 3. Time of Performance.** TIME IS OF THE ESSENCE WITH REGARD TO CONSULTANT'S PERFORMANCE OF SERVICES FOR THE PROJECT. Consultant agrees to perform the Services, including all reviews of documents provided by others, continuously, diligently, and in accordance with the Project schedule provided by Owner, as updated from time to time.
- 4. Further Work.** If, during the course of performing 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. Sub consultants and Employees.**
- (a) Consultant shall not contract with or otherwise engage, employ or utilize any consultants, contractors, or other third Parties (any such party, 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 and shall promptly notify Owner of proposed changes to the list. Neither use of a Sub consultant 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 Sub consultants, and their agents and employees. The terms, conditions, and provisions of the Consultant's agreement with each Sub consultant shall be subject and subordinate to, and not inconsistent with, the terms, conditions and provisions of this Agreement. Nothing contained in this Agreement shall create any relationship of contract or agency between Owner and any Sub consultant. Consultant's obligation to pay its Sub consultants 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 interpreting Consultant's

obligations and responsibilities under this Agreement, each reference to "Consultant" shall be deemed to bind every Sub consultant of any tier, unless the context specifically requires otherwise.

- (b) Prior to commencing Services, Consultant will deliver to the Owner a written staffing plan indicating the persons and corresponding titles who will perform the Services (the "Staffing Plan"). No changes to the personnel listed on the Staffing Plan shall be permitted without advance written consent from the Owner. Consultant shall employ individuals for the Project to whom Owner has no reasonable objection. Of the Owner has a reasonable objection to any employee performing Services, it shall notify Consultant and Consultant shall promptly cause the individual to be removed from the Project and replaced with an unobjectionable employee at no cost to Owner.

6. Compensation and Documentation.

- (a) For the Services, Consultant shall be on the basis of the proposed rates for the services provided and the total payments shall not exceed the sum of _____ Dollars (\$_____.00), without prior written agreement, payable in monthly installments in such amounts as correspond to invoices delivered by Consultant, together with appropriate back-up documentation
- (b) Consultant will be entitled to certain additional charges and reimbursable costs as indicated in the Proposal.
- (c) Upon written request by Owner, Consultant shall provide additional services at the rates set forth in the Proposal. Consultant shall invoice Owner monthly for any additional services requested by Owner and performed by Consultant.
- (d) Each monthly invoice 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. 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 the invoice. If an invoice is incomplete or improperly documented, then payment may be delayed until the thirtieth (30) day after Owner receives a properly completed, documented invoice. Consultant agrees to provide all 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 by Owner under this Agreement prior to completion and acceptance of the Services shall not be construed as evidence of acceptance by Owner of any part of the Services.

- (e) 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: (i) all activities undertaken by or on behalf of Consultant (including by its agents and Subconsultants) in the course of performing Services; and (ii) all charges, expenses and disbursements incurred by Consultant, its agents or Sub consultants 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 prescribing, among other matters, required coverages, minimum coverage limits and delivery of certificates of insurance, are set forth in the RFP and/or the Project Manual dated 12/02/15, prepared by JCJ Architecture and are incorporated herein. Consultant agrees that~ at all times during the term of this Agreement, it shall maintain, at its own cost the insurance coverages required under the RFP and/or the Project Manual and comply with the insurance requirements set forth in the RFP and/or the Project Manual.
- 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, boards, commissions 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.

- (a) 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 the Services, and Owner shall continue to make payment of all undisputed amounts in accordance with the provisions of this Agreement.
- (b) 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. The 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.
- (c) If the meeting described in Section 9(b) 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 the Connecticut Superior Court or the United States District Court for the District of Connecticut.
- (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 the 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 all 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) business 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 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, the excess shall be paid by Owner to Consultant; but, if the expense exceeds the 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: (a) the substantial completion of the Services in a work authorization; or (b) 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. Consultant may, however, 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, sent to the party at the address shown in this Agreement. In addition, Consultant shall send any notices directed to Owner 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. If any provision of this Agreement, or any part thereof, is 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.
- 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 up an 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. **Execution.** By their signature below, each of the fallowing represents that he/she has authority to execute this Agreement and to bind the party on whose behalf his/her execution is made. This Agreement may be signed in counterparts, each complete set of which shall constitute an original.

Town of New Canaan

Consultant

By _____

By _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Special Inspections

Project: **Saxe Middle School—Additions and Alterations, State Project No. TMP-090-SBSB**

Location: **468 South Avenue, New Cannan, CT**

Owner: **Town of New Cannan**

Design Professional in Responsible Charge: **Macchi Engineers, LLC, Hartford, CT**

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:

- 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: **Weekly**

or per attached schedule.

Prepared by:

Michael R. Plickys, P.E.

(type or print name)



Signature

12/16/15

Date



Owner's Authorization:

Building Official's Acceptance:

Signature

Date

Signature

Date

Schedule of Inspection and Testing Agencies

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Soils and Foundations | <input checked="" type="checkbox"/> Spray Fire Resistant Material |
| <input checked="" type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Wood Construction |
| <input type="checkbox"/> Precast Concrete | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input checked="" type="checkbox"/> Masonry | <input type="checkbox"/> Mechanical & Electrical Systems |
| <input checked="" type="checkbox"/> Structural Steel | <input type="checkbox"/> Architectural Systems |
| <input checked="" type="checkbox"/> Cold-Formed Steel Framing | <input type="checkbox"/> Special Cases |

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. Special Inspection Coordinator	<i>TBD</i>	
2. Inspector		
3. Inspector		
4. Testing Agency	<i>TBD</i>	
5. Testing Agency		
6. Other Original Geotechnical Report	<i>Geodesign, Inc.</i>	<i>Middlebury, CT</i>

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) **N**

Description of seismic force resisting system and designated seismic systems:
Combination Ordinary Moment Frames

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust) *100 mph*

Wind Exposure Category **B**

Quality Assurance Plan Required (Y/N) **N**

Description of wind force resisting system and designated wind resisting components:
Same as Seismic

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	4,6 PE/GE	<p><i>Inspect soils below footings for adequate bearing capacity and consistency with geotechnical report.</i></p> <p><i>Inspect removal of unsuitable material and preparation of subgrade prior to placement of controlled fill</i></p> <p><i>Geotechnical Engineer to inspect subgrade prior to footing placement.</i></p>
2. Controlled Structural Fill	4,6 PE/GE	<p><i>Perform sieve tests (ASTM D422 & D1140) and modified Proctor tests (ASTM D1557) of each source of fill material.</i></p> <p><i>Inspect placement, lift thickness and compaction of controlled fill.</i></p> <p><i>Test density of each lift of fill by nuclear methods (ASTM D2922)</i></p> <p><i>Verify extent and slope of fill placement.</i></p>
3. Deep Foundations	NA	
4. Load Testing	NA	
4. Other:	NA	

Cast-in-Place Concrete

Item	Agency # (Qualif.)	Scope
1. Mix Design	1 ACI-CCI ICC-RCSI	<i>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.</i>
2. Material Certification		
3. Reinforcement Installation	4 ACI-CCI ICC-RCSI	<i>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</i>
4. Post-Tensioning Operations	NA	
5. Welding of Reinforcing	4 AWS-CWI	<i>Visually inspect all reinforcing steel welds. Verify weldability of reinforcing steel. Inspect preheating of steel when required.</i>
6. Anchor Rods	4	<i>Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.</i>
7. Concrete Placement	4 ACI-CCI ICC-RCSI	<i>Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.</i>
8. Sampling and Testing of Concrete	4 ACI-CFTT ACI-STT	<i>Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).</i>
9. Curing and Protection	1,4 ACI-CCI ICC-RCSI	<i>Inspect curing, cold weather protection and hot weather protection procedures.</i>
10. Other:		

MasonryRequired Inspection Level: 1 2

Page 6 of 9

Item	Agency # (Qualif.)	Scope
1. Material Certification	1	Review material certifications to confirm compliance with specifications.
2. Mixing of Mortar and Grout	4 ICC-SMSI	Inspect proportioning, mixing and retempering of mortar and grout.
3. Installation of Masonry	4 ICC-SMSI	Inspect size, layout, bonding and placement of masonry units.
4. Mortar Joints	4 ICC-SMSI	Inspect construction of mortar joints including tooling and filling of head joints.
5. Reinforcement Installation	4 ICC-SMSI AWS-CWI	Inspect placement, positioning and lapping of reinforcing steel. Inspect welding of reinforcing steel.
6. Prestressed Masonry	NA	
7. Grouting Operations	4 ICC-SMSI	Inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.
7. Weather Protection	1,4 ICC-SMSI	Inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.
9. Evaluation of Masonry Strength	4 ICC-SMSI	Test compressive strength of mortar and grout cube samples (ASTM C780). Test compressive strength of masonry prisms (ASTM C1314). Take prisms every 5,000 s.f. of wall area.
10. Anchors and Ties	4 ICC-SMSI	Inspect size, location, spacing and embedment of dowels, anchors and ties.
11. Other:		

Structural Steel

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	1,4 AWS/AIS C-SSI ICC-SWSI	<i>Review shop fabrication and quality control procedures. Conduct one ½ day inspection of existing fabrication facilities to review shop standards and quality control procedures.</i>
2. Material Certification	1 AWS/AIS C-SSI ICC-SWSI	<i>Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes</i>
3. Open Web Steel Joists	4 AWS/AIS C-SSI ICC-SWSI	<i>Review installation of joists spacing and attachment to supports as specified in the contract documents.</i>
4. Bolting	4 AWS/AIS C-SSI ICC-SWSI	<i>Inspect installation and tightening of high-strength bolts. Verify that splines have separated from tension control bolts. Verify proper tightening sequence.</i>
5. Welding	4 AWS-CWI ASNT	<i>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.</i>
6. Shear Connectors	4 AWS/AIS C-SSI ICC-SWSI	<i>Inspect size, number, positioning and welding of shear connectors. Inspect studs for full 360 degree flash. Ring test all shear connectors with a 3 lb hammer. Bend test all questionable studs to 15 degrees.</i>
7. Structural Details	1,4 PE/SE	<i>Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.</i>
8. Metal Deck	4 AWS-CWI	<i>Inspect welding and side-lap fastening of metal roof and floor deck to ensure compliance with approved deck submittals.</i>
9. Other:		

Cold-Formed Steel Framing

Item	Agency # (Qualif.)	Scope
1. Member Sizes	4	<i>Verify installed cold-formed steel framing members to be sized and spaced in accordance with the Contract Documents, and Approved Shop Drawings. Review inter-member fastening of built up members to be in accordance with Approved Computations and Details.</i>
2. Material Thickness	4	<i>Perform inspection of installed light-gage steel framing to verify appropriate gage of all members, tracks, clips and other accessories.</i>
3. Material Properties	4	<i>Review material certificates to confirm ASTM designations that conform to the Contract Documents and Approved Submittals.</i>
4. Mechanical Connections	4	<i>Review all light-gage steel framing connections including materials used, sizes, number of fasteners, edge distance and clear spacing limits, and locations to be in conformance with Contract Documents and Approved Submittals. Verify that post-installed mechanical anchors, PAFs, ect. have been installed in accordance with the manufacturers recommendations.</i>
5. Welding	N/A	N/A
6. Framing Details	4	<i>Inspect structural framing details for conformance with the Contract Documents and approved Shop Drawings.</i>
7. Trusses	N/A	N/A
8. Permanent Truss Bracing	N/A	N/A
9. Other:		

Spray-Applied Fire Resistant Material

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