



REQUEST FOR PROPOSAL

For

Independent Testing Services

For:

**CREC Ana Grace Academy of the Arts
CT State Project: 241-0104 MAG/N/PS**

Issue Date: September 17, 2018

Written Proposals Due: October 10, 2018 at 1:00 p.m.

QUESTIONS: Contact Antonietta DiBenedetto, CREC Project Manager, in writing by email at adibenedetto@crec.org No questions will be accepted after September 28, 2018 at 3:00 p.m.

REGISTRATION: To receive the response to questions, all interested proposers must register with CREC by emailing Antonietta DiBenedetto, CREC Project Manager, in writing by email at adibenedetto@crec.org by September 28, 2018 at 3:00 p.m.

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I. INSTRUCTIONS TO BIDDERS

Pursuant to the terms and conditions of this Request for Proposals ("RFP"), Capitol Region Education Council (CREC), is seeking to engage an independent testing firm to perform testing services for the Ana Grace Academy of the Arts School (the "Project"). Ana Grace Academy of the Arts will be located at 29 Griffin Road North, Bloomfield, CT.

In order for you to receive the responses to all submitted bidder questions, each proposer (the "Bidder") must register with CREC via email at adibenedetto@crec.org by providing full company info, contact name and email address of your primary contact for this Project. Registration must be received not later than 3:00 p.m. on September 28, 2018. All questions must also be submitted by 3:00 p.m. on September 28, 2018 and responses will be made available on a rolling basis to registered bidders.

Proposals should be addressed and delivered to:

**Subject: Independent Testing Services Proposal
Ana Grace Academy of the Arts- Bloomfield, CT
State Project # 241-0104
Attention: Antonietta DiBenedetto
147 Charter Oak Ave
Hartford, CT 06106**

All Proposals shall be delivered by (the "Submission Date"): **1:00 p.m. on October 10, 2018**. The Special Testing Bid Form included as Exhibit G of this RFP must be completed and submitted in full for the proposal to be considered complete. In the event of a conflict between the numeral and written version of the fee, as well as in the event of computational errors, the higher of the two values will be used to evaluate your proposal.

For purposes of submitting on this RFP, electronic copies of drawings and specifications can be obtained from the architect. Email Antonietta DiBenedetto at adibenedetto@crec.org for instructions on accessing these documents.

Services shall be performed pursuant to the Standard Form of Agreement, AIA A102 – 2007 , a copy of which is attached hereto as Exhibit C and made a part hereof (the "Contract"). By submitting a Proposal, the Bidder is deemed to have agreed to all terms and conditions of the Contract. Please sign Exhibit B, Acceptance of Contract, to indicate this agreement. Work will only commence on an awarded Contract after a written notice to proceed is issued by CREC directing the commencement of such work.

After review of all factors, including without limitation qualifications, past performance and fee amounts, CREC reserves the right to accept or reject any or all Proposals or any part thereof, to waive defects in same, to waive technicalities, to accept any Proposal and to award the Contract, to the Bidder that CREC, in its sole discretion, determines to be the most responsive, qualified, and responsible Bidder, which may not be the lowest Bidder. All Bidders submitting a Proposal will be notified of the decision. No Bidder may withdraw their Proposal once submitted, and the Bidder agrees that the Bidder's bid set forth in the fee portion of its Proposal shall remain open for a period of ninety (90) days after the Submission Date. The successful Bidder shall hold their prices throughout the Project Schedule included as Exhibit E.

No printed plans, drawings, or specifications will be provided to any Bidder, nor shall they be provided at any time during the duration of this contract.

II. INDEPENDENT TESTING SERVICES OVERVIEW

The objective of the independent testing services as described herein is to provide documentation of conditions as required by the Statement of Special Inspections issued by the project's structural engineer, a copy of which statement of special inspections is attached hereto as Exhibit D and made a part hereof (the "Statement of Special Inspections"). The Special Testing Bid Form, as shown in Exhibit G of this RFP, lists the specific tests/inspections and estimated quantities necessary to fulfill the requirements of submitting on this RFP. In no way shall the Special Testing Bid Form be construed as the actual total value of the work required to fulfill this contract.

III. PROJECT DESCRIPTION – SCOPE OF SERVICES

This RFP includes independent testing services for the CREC Ana Grace Academy of the Arts, 29 Griffin Road North, Bloomfield, CT. The school will be composed of 151,469 net Sq. Ft of combined Elementary and Middle School program for 876 students. The site sits on a single 29 acre site to be developed which includes a gas pipeline running through the property. In addition, there will be 1.64 acres of wetlands re-creation at two areas on the neighboring site to the North which will be dedicated open space, as well as 1.28 acres of vegetated buffer enhancements the total project budget is estimated at \$108 million dollars.

Site

- A staff/visitor parking lot and student drop-off is located on the South side of the building. An overflow parking lot is located on the Southwest portion of the site, adjacent to the bus loop site entrance.
- A multi-use, irrigated grass play field is provided adjacent to the East (Middle School) side of the building.
- New playscapes are provided on the West (Elementary School) side of the building.
- One Baseball field and one Softball field are provided adjacent to new playscapes to the West of the building, and separated from an adjacent property and parking lot with a retaining wall.
- An equipment pad to the Northwest of the building will host dumpsters, a generator and transformer.
- A bus loop along the gas line right-of-way to the East of the building is flanked by steel walkway canopies and photovoltaic panels, which also serve as a roof covering.

Building

- The program includes Pre-K through 8th Grade classrooms, Middle School science labs, magnet-themed classrooms, a Cafeteria, Gym and Platform.
- Two main building entrances lead directly into a combined lobby and art gallery space, which surround a Black Box Theater for student performances.
- The two-story building's structure consists primarily of steel construction with poured concrete on metal floor decking.
- The primary exterior cladding is a high-pressure laminate phenolic panel rain screen system with accents of fiber cement panels and manufactured thin stone veneer.
- The roof construction consists of a single-ply TPA roofing membrane over tapered roof insulation and metal roof deck. Select areas will receive an acoustical metal roof deck.

- The building is served by six fire stairs, one convenience stair, and two passenger elevators.
- Photovoltaic arrays will be mounted to a support system on the roof surface.

Any question may be directed to Antonietta DiBenedetto CREC Project Manager (adibenedetto@crec.org) on or before 3:00 p.m. on September 28, 2018. All questions and answers will be made available to all respondents (the party submitting the question shall not be indicated). Questions will be answered as they are received.

IV. QUALIFICATIONS AND SELECTION CRITERIA

The Proposal must be organized with the following sections and provide the following information, at a minimum:

Bidder Information – Please provide the following information:

- Name of Bidder (and parent company, if any)
- Address of office
- Name, address and telephone number of the principal contact person to receive notifications and to reply to inquiries

Years of Service – How many years have you been engaged in independent testing services similar to those described in the Statement of Special Inspections under your present name?

Relevant Experience – In this section provide descriptions of three similar projects for which you have provided independent testing consultant services. The description of each project should include pertinent information such as the project type (new construction, additions, renovations), and size (facility area and project dollar value).

Experience of Key Personnel – Provide a list of key personnel to be assigned to the project and a description of the work they will perform. When applicable, note their inspection agent designation(s) as noted in the Statement of Special Inspections and resumes of key personnel who will be directly involved with the Project must be included and shall include at a minimum:

- Current job title, responsibilities, and type of work performed
- Educational background, academic degrees, licenses, and professional associations
- Experience on projects similar to that described in this RFP.

References – List (3) three client references for projects similar to this Project; include for each client:

- Name of Organization
- Scope (new construction, additions, renovations), and amount (dollar value) of construction
- Date services provided (start and finish)

Selection will be made after an evaluation of the apparent low bidder's proposal based upon the proven ability of the Bidder to meet the requirements of the RFP. The apparent low bidder will be determined by the fee portion of the proposal (the completed Bid Form, Exhibit G) and the signed Acceptance of Contract (Exhibit B).

Neither CREC, nor any of their respective officers, directors, employees or authorized agents, shall be liable for any claims or damages resulting from the selection, non-selection or rejection of any Proposal submitted in response to this RFP.

CREC reserves the right to accept or reject any or all Proposals or any part thereof, to waive defects in same, to waive technicalities, to accept any Proposal and to award the Contract, to the Bidder that CREC, in its sole discretion, determines to be the most responsive, qualified, and responsible Bidder, which may not be the lowest Bidder.

V. PROPOSAL SUBMITTAL

The written Proposal is due on October 10 at 1:00 p.m. Bidders are required to submit three (3) hard copies of their qualifications portion of their Proposal, and three (3) hard copies of the fee proposal in the form of a completed Special Testing Bid Form to the address above in Section I.

Proposals are to be clearly identified with the title:

CREC Ana Grace Academy of the Arts

CT State Project: 241-0104 MAG/N/PS

Subject: Independent Testing Proposal,

Attention: Antonietta DiBenedetto

One electronic copy of the qualifications Proposal, and a separate electronic file of the completed Special Testing Bid Form must also be submitted (USB flash drive preferred).

Absence of any of the above minimum requirements will deem the Proposal noncompliant. Noncompliant Proposals may be rejected at the discretion of the CREC.

VI. SCOPE OF SERVICES

Upon being awarded the contract, the awarded firm shall provide CREC and the Construction Manager a complete list of all inspectors who will be fulfilling this contract. As a part of this list, the awarded firm must provide any documentation required to verify the inspectors have the required credentials to perform the services requested by this RFP.

Testing services shall be performed as directed by the Construction Manager pursuant to the Statement of Special Inspections. The fee portion of a Bidder's Proposal shall consist of a Bidder's completed Special Testing Bid Form (the "Bid Form"), which form is set forth below in Exhibit G, with a rate schedule for all inspections and testing that would be performed on the Project, as well as travel cost (included), and total pricing for the estimated quantities given. Reference the attached Schedule of Special Inspections for testing and other inspection services to be included, as well as the required qualifications for each inspection. Hourly (inclusive of overtime, if any), Half day, and Full Day rates, as well as laboratory testing, equipment, travel costs (to be included in labor rates), and administration costs should be reflected in the fee portion of a Proposal.

This is **NOT** a lump sum proposal. However, the basis of award will be based on the defined quantity of inspections on the Special Testing Bid Form, multiplied by each Bidder's unit price. This RFP does not represent a guarantee of a certain volume of work - quantities are estimated and are provided to compare fees only. Testing timing and frequency is to be coordinated by the construction manager for the project (the "Construction Manager"). All personnel working for the Bidder awarded the Contract must sign in and out with the Construction Manager when on the project site.

Unit prices are to be provided for both laboratory testing and testing time (labor). Labor rates (full day, half day, per hour, etc.) are to be separated by the required qualifications as listed in the Statement of Special Inspections. Hourly rates are to include any anticipated overtime. Labor rates are to include required equipment rental, maintenance, etc., expenses as required to perform the testing as stipulated in the Statement of Special Inspections, as well as travel time. Labor rates are to only include verified time on site, i.e. are to include travel time. All costs associated with each task on the Special Testing Bid Form shall be included with the proposal; no additional compensation for over time or travel expenses will be considered.

The Bidder awarded a Contract will be expected to group tests together in a single visit to the extent practicable given the schedule and the personnel requirements listed in the attached Statement of Special Inspections, and as directed by the Construction Manager. All inspectors performing work on this project are required to already have their qualifications/certifications on file at the Construction Manager's office prior to arrival. While laboratory analysis may be performed at any qualified facility, and does not need to be performed in-house, no drop-off or pick-up time, or shipping or courier charges, may be billed.

Complete and submit the attached Special Testing Bid Form as your fee portion of your Proposal per the instructions in Section V. Proposal Submittal.

In addition to the above the following requirements will also be required:

1. All testing and special testing to be completed per the project specifications and project plans.
2. Review of sub-slab barrier installation on all ground floor slabs
3. Installation and review of moisture content test results from plugs (in lieu of calcium chloride tests)
4. Distribution of reports (electronically or hard copy).
5. Clarification of testing requirements in the interior courtyard, i.e., compaction tests for the hardscape.
6. The inspector is required to sign in and out each day but also to have BBE's on-site superintendent and or project engineer to sign off on the services provided each day.
7. Required for the inspector to wear all applicable personal protective equipment, i.e., hard hat, safety glasses, steel-toed shoes, chartreuse reflective garments.
8. Proper identification of the technician's company vehicle.

VII. PAYMENT PROCESS

In order for the entity completing this contract to be paid, all payment requests shall be made utilizing the Payment Application Form, or a form mutually agreed upon by the selected bidder and the CREC, included as Exhibit F of this RFP. Complete all the entries horizontally for each service being billed, and attach the test reports for that day's work. The jobsite sign-in sheet will be utilized to cross-reference and verify inspector activity on site for each item being billed, therefore it is imperative that all inspectors sign-in and sign out. All laboratory testing charges must be supported by reported test results, and invoices or chain of custody forms if requested.

VIII. JOBSITE PROCEDURES

- Sign in, Sign Out – the job-site sign in sheet will be used to confirm dates, times, and tests being billed. Labor billings not supported by sign in and sign out will be rejected.
- DO NOT leave the site without first reporting any failures to the CM.
- All inspectors will work from submittals "as noted" (not plans and specs). Inspectors are expected to work from current document, and will need internet connected devices to access the most current submittal comments.
- Procure – invitation to Procure will be provided by the project CM, BB & E.

End of Section

Exhibit A: Insurance Requirements

CREC's Insurance Requirements

Contractors and vendors working for and/or doing business with CREC, and organizations using CREC facilities, shall agree as a condition of acceptance to indemnify CREC pursuant to the indemnity clause set forth below and furnish and perpetually maintain, at their own expense, for the duration of any project, work, contract or use of CREC facilities the following policies of insurance covering the following items. Insurance must be primary and endorsed to be noncontributory by CREC, must be written in an insurance company A.M. Best rated as "A-VII" or better, and CREC must be endorsed to the policy as an additional insured (except Worker's Compensation) unless specifically waived in writing by CREC. Such contractors and vendors further agree that any subcontractor they intend to use on CREC assigned work will be required to provide the same indemnity and insurance requirements contained in this section. Such contractors and vendors shall obtain insurance certificates stating that such contractors and vendors, as applicable, and CREC shall be endorsed to the subcontractor's insurance policies as additional insured (except in the case of workers compensation).

Indemnity Clause

In connection with a Magnet School project, a successful Bidder shall be required to indemnify CREC under the applicable Contract in accordance with Section 3.18 of the General Conditions of the Contract as follows:

"§ 3.18 INDEMNIFICATION

§ 3.18.1 Contractor hereby agrees to and shall at all times defend, indemnify and hold Owner and its subsidiaries, affiliates, officers, agents, excluding design professionals, and employees, wholly harmless from any and all losses, costs, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death and other liabilities of whatsoever kind or nature arising out of or resulting from the performance (or attempted performance) of the Work, or otherwise caused by, incident to, connected with or arising directly or indirectly out of: (a) the performance of this Contract by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (b) any act, omission, or negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnity shall survive the termination of this Contract.

§ 3.18.2 Contractor's indemnification obligation covers all acts arising out of but not limited to the following:

1. Bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom,
 - a. caused by, incident to, connected with, or arising directly or indirectly out of the Performance of the Agreement or General Conditions;
 - b. arising directly or indirectly out of the presence of any person in, on, or about any

- part of the Project Site or the streets, sidewalks and property adjacent thereto; or
- c. arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment (including but not limited to, scaffolding, ladders, hoists, rigging, supports, etc.) whether or not such machinery or equipment was furnished, rented, or loaned by the

Owner, its officers, employees, agents or servants, or others;

2. Failure of Contractor in any way to comply with the requirements of the Fair Labor Standards Act, as amended, and all other applicable Federal, State or local statutes, laws, ordinances, rules, regulations (including, but not limited to, the Occupational Safety and Health Act of 1970) or orders or any term or provision of the Agreement or General Conditions (with all of which all Subcontractors agree to fully comply).

§ 3.18.3 In any and all claims against the Owner, its officers, agents, or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefits acts or other employee benefits acts.

§ 3.18.4 If Contractor fails to defend any person indemnified hereunder, such person may defend any suit, action or other legal proceeding and the actual and reasonable costs thereof (including, without limitation, actual and reasonable attorneys' fees) shall be included as part of the loss, cost, damage and expense covered by Contractor's indemnity.

§ 3.18.5 To the fullest extent permitted by law and without limiting any other indemnification obligations of the Contractor, except to the extent caused by the uncured failure by the Owner to make payment when required by the Contract Documents, the Contractor shall indemnify and defend the Owner, its officers, directors, assigns, lenders, agents, and employees from any claims, liens, charges (including attorneys' fees) or encumbrances (including but not limited to mechanic's and materialmen's liens or bond claims) arising out of or in connection with the performance of the Work. The Owner shall be entitled to recover from the Contractor all costs and expenses incurred in enforcing this Agreement, including attorneys' fees. Upon request of the Owner, the Contractor shall within 60 days remove any liens filed against the Owner of its property. If the Contractor fails to do so, the Owner is authorized by the Contractor to remove or satisfy any such liens, and the Contractor shall pay to the Owner all costs and damages incurred by the Owner to do so, including attorneys' fees."

Certificates of Insurance

Before starting any work, the contractor, vendor or organization shall furnish to CREC a certificate of insurance indicating, specifically, the existence of those coverage's and limits set forth as follows. CREC must be named on the insurance certificate as "additional insured ATIMA" for the coverage's afforded, and a copy of the actual policy endorsement that adds CREC as an additional insured must be attached to the certificate (Blanket additional insured endorsements are deemed acceptable). It shall be the duty of the contractor, vendor or organization to provide such future certificates and endorsements to CREC upon renewal or new placement of any insurance policy which may expire or renew during the term of any project or engagement. Further, that the contractor, vendor or organization shall give CREC thirty (30) days' notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of CREC, the contractor, vendor or organization shall furnish to CREC for its examination and approval such policies of insurance with all endorsements, or copies thereof, certified by the agent of the insurance company.

The contractor, vendor or organization agrees to forward a signed original of this Insurance Requirement signed by an authorized Officer or Agent for the contractor, vendor or organization, to the care of: Capitol Region Education Council (CREC), 111 Charter Oak Avenue, Hartford, CT 06106 Attention: Robert Saunders as an acknowledgement and acceptance to the terms and conditions stated herein and prior to the commencement of any work being performed.

Signed by Contractor

Date

	<p>Independent Contractor (Major projects or engagements)</p>
<p>Commercial General Liability</p>	<p>\$1,000,000 per occurrence/ \$2,000,000 aggregate bodily injury/property damage \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed operations aggregate</p> <p>The CGL policy must include coverage for:</p> <ul style="list-style-type: none"> • Liability from premises and operations. • Liability from products or completed operations. • Liability from actions of independent contractors. • Liability assumed by contract.
<p>Conditions</p>	<p>CREC must be named as “additional insured” on contractor’s CGL policy</p> <p>with form CG 20 10 or CG 20 33, and CG 20 37.</p> <p>The Aggregate limit must apply per job.</p> <p>Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.</p>
<p>Automobile Liability</p>	<p>\$1,000,000 each accident \$2,000,000 aggregate for bodily injury/property damage, including hired owned & non-owned vehicles.</p>
<p>Workers’ Compensation</p>	<p>Liability meeting statutory limits mandated by the state and Federal laws with minimum limits of :</p> <p>\$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease \$1,000,000 policy limit for bodily injury by disease</p>
<p>Employers Liability</p>	<p>\$1,000,000 each accident</p>
<p>Professional Liability</p>	<p>\$1,000,000</p>

Umbrella	\$10,000,000
Liability	

Instructions to contractor, vendor or organization

All subcontractors are subject to the insurance requirements set forth in the RFQ/P for Bidders. It is your responsibility as the contractor, vendor or organization to be sure that subcontractors provide acceptable evidence of insurance.

CREC also requires that they be named on your general liability policy(ies) as an additional insured. Your general liability policy must be endorsed with ISO Endorsement CG 20 26 07 04 (or equivalent) or ISO Endorsement CG 20 33 07 04 (or equivalent), and ISO Endorsement CG 20 37 07 04 (or equivalent). These form numbers must be specifically referenced on the certificate of insurance. If your insurance company uses another form to provide CREC with additional insured status on your policies, copies of those forms must be provided in advance with the certificate for review and approval by CREC.

The proper name for the entities to be named as additional insured is: "Capitol Region Education Council, and/or related or affiliated entities."

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance", with 30 day notice of cancellation, plus copies of any required additional insured endorsements.

Certificates should be sent to:

Capitol Region Education Council, 111 Charter Oak Ave., Hartford, CT 06106,

Attention: Antonietta DiBenedetto

Current insurance certificates must be furnished to CREC at all times. Replacement certificates must be furnished prior to the expiration or replacement of referenced policies.

*As a general note, CREC is strongly considering incorporating an Owner Controlled Insurance Program (OCIP) in its construction program.

Exhibit B: Acceptance of Contract

As a condition of satisfying the minimum qualifications of the document entitled "Request for Proposal for Independent Testing Services, CREC Ana Grace Academy of the Arts, CT State Project: 241-0104 MAG/N/PS", _____ hereby accepts the terms and conditions of the Contract included and attached to this document as Exhibit C, without exception.

Signature

Date

Exhibit C: AIA A107 - 2007

AIA[®] Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Eighteen

BETWEEN the Owner:

Capitol Region Education Council (CREC)
111 Charter Oak Avenue
Hartford, CT 06106

and the Consultant:

(Name, legal status, address and other information)

for the following Project:

CREC Ana Grace Academy of the Arts
29 Griffin Road North
Bloomfield, Connecticut
State Project No. 241-0104 MAG/N/PS
Independent Testing Services

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

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User Notes:

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ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

§ 1.1

(Paragraphs deleted)

Consultant shall provide certain independent testing services as required by the statement of special inspections issued by the Project structural engineer, which services are more particular described that certain document issued by the Owner entitled "REQUEST FOR PROPOSAL for Independent Testing Services for: CREC Ana Grace Academy of the Arts CT State Project: 241-0104 MAG/N/PS", a copy of which document is attached hereto as Exhibit A and made a part hereof (the "RFP"); provided, however, the form of contract attached to the RFP as Exhibit C is intentionally not attached hereto as part of Exhibit A to this Agreement; and (ii) the Consultant's proposal dated _____ submitted in response to the RFP, a copy of which proposal is attached hereto as Exhibit B and made a part hereof (the "Proposal"). The Owner acknowledges and agrees that the Consultant's performance of such independent testing services is not being provided as architect professional design services. To the extent of conflicts between the RFP and the Proposal, the terms and conditions of the RFP shall control and prevail.

§ 1.2 The Consultant shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the professional and technical services being provided under this Agreement. Further, the Consultant shall perform its services in accordance with applicable standards of professional skill and care. When applicable law requires that services be performed by licensed professionals, the Consultant shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.

§ 1.3 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

§ 1.5 The Consultant shall maintain the insurance required by the RFP, including, without limitation, the following insurance for the duration of this Agreement:

.1 General Liability

A per occurrence limit of One Million (\$1,000,000.00) Dollars combined single limit bodily injury and property damage is required. The Aggregate limit will not be less than Two Million (\$2,000,000.00) Dollars.

int.

.2 Automobile Liability

A per occurrence limit of One Million (\$1,000,000.00) Dollars combined single limit bodily injury and property damage is required. "Any Auto" (symbol 1 or equivalent) is required.

.3 Workers' Compensation

Statutory Workers' Compensation Insurance, including Employer's Liability with limits of One Million (\$1,000,000.00) Dollars Each Accident, One Million (\$1,000,000.00) Dollars Disease, Policy Limit One Million (\$1,000,000.00) Dollars Disease, Each Employee.

.4 Professional Liability

A per occurrence limit of One Million (\$1,000,000.00) Dollars

.5 Umbrella Liability

Ten Million (\$10,000,000.00) Dollars

§ 1.6 The Consultant shall be responsible for maintaining insurance coverage in force for the life of this Agreement of the kinds and amounts listed above, with an insurance company(ies) with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to Owner.

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

§ 1.8 The date of commencement of the services under this Agreement shall be the Effective Date. The Consultant shall achieve completion of the services under this Agreement in accordance with the schedule set forth in the RFP, which schedule is subject to adjustment as agreed to by the Owner.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

(Paragraphs deleted)

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's consultants.

§ 3.3 Upon execution of this Agreement the Consultant grants to the Owner a nonexclusive irrevocable license to use the Consultant's Instruments of Service solely and exclusively for the Project. If applicable, the Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and

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material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project.

(Paragraph deleted)

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Consultant and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be
(Paragraphs deleted)
litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If, through no fault of the Consultant, the Owner does not pay the Consultant the amount properly due within thirty (30) days after the date established above for payment in Section 6.4.2, then the Consultant may, upon seven (7) additional days' written notice to the Owner, stop the services until payment of the amount owing has been received.

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Notwithstanding the foregoing, the Consultant is obligated to continue and complete all its services and obligations under the Agreement when Claims are pending or the parties are in the process of dispute resolution. In the event of a suspension of services due to Owner's lack of payment, the Consultant shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any actual and direct costs incurred by reason of the interruption and resumption of the Consultant's services.

§ 5.2 If the Owner suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for any actual and direct costs incurred by reason of the interruption and resumption of the Consultant's services.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Consultant's services and include any actual and direct costs incurred by reason of termination, through no fault of Consultant, for which the Consultant is not otherwise compensated; provided, however, Consultant shall not be entitled to anticipated profit on the value of the services not performed by the Consultant.

(Paragraph deleted)

ARTICLE 6 COMPENSATION

§ 6.1

(Paragraphs deleted)

Based upon the unit prices and labor rates set forth on the special testing bid form submitted by Consultant to Owner in response to the RFP, a copy of which Consultant submitted special testing bid form is attached hereto as Exhibit C and made a part here of; (the "Special Testing Bid Form"), the Owner shall compensate the Consultant for the quantities of services described in Section 1.1 requested by the Owner and performed by Consultant. Based upon the quantities set forth in the Special Testing Bid Form, which quantities are assumptions and subject to change based upon the specific quantities of services requested by Owner, the Owner shall compensate the Consultant for the services in an amount equal to _____ and 00/100 Dollars (\$ _____ .00).

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1

(Paragraphs deleted)

There shall be no additional compensation for reimbursable expenses.

(Paragraph deleted)

§ 6.3

(Paragraphs deleted)

Section Omitted.

§ 6.4 PAYMENTS TO THE CONSULTANT

§ 6.4.1 No initial payment shall be made upon execution of this Agreement.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

(Paragraphs deleted)

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Based upon the Contractor's invoice, the Owner shall make payment of the invoice amount not later than forty-five (45) days after the date the Owner receives such invoice. Amounts unpaid shall bear no interest.

§ 6.4.3 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

(Paragraph deleted)

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 7.6 If the Consultant or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 7.7 The Consultant shall comply with the terms and conditions of the RFP.

§ 7.8 The Consultant hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Owner and its officials, employees and representatives against and from any claims, suits and/or legal actions of any type by third parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorneys fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts or omissions of the Consultant, its employees, agents, contractors or representatives related to the services provided under this Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

8.1 OWNER AND CONSULTANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE SERVICES OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

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ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 Exhibit A – RFP;
- .2
(Paragraphs deleted)
Exhibit B – Proposal; and
- .3
(Paragraphs deleted)
Exhibit C – Special Testing Bid Form.

This Agreement entered into as of the day and year first written above.

<p>OWNER CAPITOL REGION EDUCATION COUNCIL (Row deleted)</p> <p>_____ (Signature)</p> <p>_____ (Printed name and title)</p>	<p>CONSULTANT</p> <p>_____ (Signature)</p> <p>_____ (Printed name and title)</p>
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Additions and Deletions Report for AIA® Document B102™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:37:18 on 04/10/2018.

PAGE 1

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.) Two Thousand and Eighteen

BETWEEN the Owner:
(Name, legal status, address and other information)

Capitol Region Education Council (CREC)
111 Charter Oak Avenue
Hartford, CT 06106

...
and the Architect-Consultant:

...

...

(Name, location and detailed description)
CREC Ana Grace Academy of the Arts
29 Griffin Road North
Bloomfield, Connecticut
State Project No. 241-0104 MAG/N/PS
Independent Testing Services

...

The Owner and Architect-Consultant agree as follows.
PAGE 2

1 ARCHITECT'S CONSULTANT'S RESPONSIBILITIES

...

ARTICLE 1 – ARCHITECT'S RESPONSIBILITIES ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Consultant shall provide certain independent testing services as required by the statement of special inspections issued by the Project structural engineer, which services are more particular described that certain document issued by the Owner entitled "REQUEST FOR PROPOSAL for Independent Testing Services for: CREC Ana Grace Academy of the Arts CT State Project: 241-0104 MAG/N/PS", a copy of which document is attached hereto as Exhibit A and made a part hereof (the "RFP"); provided, however, the form of contract attached to the RFP as Exhibit C is intentionally not attached hereto as part of Exhibit A to this Agreement; and (ii) the Consultant's proposal dated _____ submitted in response to the RFP, a copy of which proposal is attached hereto as Exhibit B and made a part hereof (the "Proposal"). The Owner acknowledges and agrees that the Consultant's performance of such independent testing services is not being provided as architect professional design services. To the extent of conflicts between the RFP and the Proposal, the terms and conditions of the RFP shall control and prevail.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the professional and technical services being provided under this Agreement. Further, the Consultant shall perform its services in accordance with applicable standards of professional skill and care. When applicable law requires that services be performed by licensed professionals, the Consultant shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.

§ 1.3 The Architect-Consultant shall identify a representative authorized to act on behalf of the Architect-Consultant with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect-Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's Consultant's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain-Consultant shall maintain the insurance required by the RFP, including, without limitation, the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost: Agreement:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

...

A per occurrence limit of One Million (\$1,000,000.00) Dollars combined single limit bodily injury and property damage is required. The Aggregate limit will not be less than Two Million (\$2,000,000.00) Dollars.
PAGE 3

A per occurrence limit of One Million (\$1,000,000.00) Dollars combined single limit bodily injury and property damage is required. "Any Auto" (symbol 1 or equivalent) is required.

...

Statutory Workers' Compensation Insurance, including Employer's Liability with limits of One Million (\$1,000,000.00) Dollars Each Accident, One Million (\$1,000,000.00) Dollars Disease, Policy Limit One Million (\$1,000,000.00) Dollars Disease, Each Employee.

...

A per occurrence limit of One Million (\$1,000,000.00) Dollars

5 Umbrella Liability

Ten Million (\$10,000,000.00) Dollars

§ 1.6 The Consultant shall be responsible for maintaining insurance coverage in force for the life of this Agreement of the kinds and amounts listed above, with an insurance company(ies) with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to Owner.

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

§ 1.8 The date of commencement of the services under this Agreement shall be the Effective Date. The Consultant shall achieve completion of the services under this Agreement in accordance with the schedule set forth in the RFP, which schedule is subject to adjustment as agreed to by the Owner.

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. Project

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 3.1 The Architect-Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect-Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect-Consultant and the Architect's-Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect-Consultant and the Architect's-Consultant's consultants.

§ 3.3 Upon execution of this Agreement, the Architect-Consultant grants to the Owner a nonexclusive irrevocable license to use the Architect's-Consultant's Instruments of Service solely and exclusively for the Project;

provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect-Project. If applicable, the Consultant shall obtain similar nonexclusive licenses from the Architect's-Consultant's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

~~§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.~~

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect-Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect-Consultant and the Architect's-Consultant's consultants.

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§ 4.1.1 The Owner and Architect-Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect-Consultant waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect-Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, damages. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect-Consultant and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

...

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's-Consultant's services, the Architect-Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect-Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

litigation in a court of competent jurisdiction.

§ 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. If, through no fault of the Consultant, the Owner does not pay the Consultant the amount properly due within thirty (30) days after the date established above for payment in Section 6.4.2, then the Consultant may, upon seven (7) additional days' written notice to the Owner, stop the services until payment of the amount owing has been received. Notwithstanding the foregoing, the Consultant is obligated to continue and complete all its services and obligations under the Agreement when Claims are pending or the parties are in the process of dispute resolution. In the event of a suspension of services, the Architect services due to Owner's lack of payment, the Consultant shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, the Architect-Consultant shall be paid all sums due prior to suspension and any expenses incurred in actual and direct costs incurred by reason of the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~ Consultant's services.

~~§ 5.2 If the Owner suspends the Project, the Architect-Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in Consultant shall be compensated for any actual and direct costs incurred by reason of the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~ Consultant's services.

~~§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect-Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.~~

PAGE 5

~~§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect Consultant for the Owner's convenience and without cause.~~

~~§ 5.6 In the event of termination not the fault of the Architect, the Architect-Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.~~

~~§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's Consultant's services and include any actual and direct costs incurred by reason of termination, through no fault of Consultant, for which the Consultant is not otherwise compensated; provided, however, Consultant shall not be entitled to anticipated profit on the value of the services not performed by the Architect-Consultant.~~

~~§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.~~

~~§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)~~

Based upon the unit prices and labor rates set forth on the special testing bid form submitted by Consultant to Owner in response to the RFP, a copy of which Consultant submitted special testing bid form is attached hereto as Exhibit C and made a part here of: (the "Special Testing Bid Form"), the Owner shall compensate the Consultant for the quantities of services described in Section 1.1 requested by the Owner and performed by Consultant. Based upon the quantities set forth in the Special Testing Bid Form, which quantities are assumptions and subject to change based upon the specific quantities of services requested by Owner, the Owner shall compensate the Consultant for the services in an amount equal to _____ and 00/100 Dollars (\$ _____ .00).

...

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1~~ Transportation and authorized out-of-town travel and subsistence;
- ~~2~~ Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- ~~3~~ Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~4~~ Printing, reproductions, plots, standard form documents;
- ~~5~~ Postage, handling and delivery;
- ~~6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~7~~ Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ~~8~~ Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~10~~ Site office expenses; and
- ~~11~~ Other similar Project-related expenditures. There shall be no additional compensation for reimbursable expenses.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ~~percent (—%)~~ of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

Section Omitted.

§ 6.4 PAYMENTS TO THE ARCHITECT/PAYMENTS TO THE CONSULTANT

§ 6.4.1 An ~~No~~ initial payment of ~~—(\$—)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—% Based upon the Contractor's invoice, the Owner shall make payment of the invoice amount not later than forty-five (45) days after the date the Owner receives such invoice. Amounts unpaid shall bear no interest.~~

§ 6.4.3 The Owner shall not withhold amounts from the Architect's Consultant's compensation to impose a penalty or liquidated damages on the Architect, Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3, located~~

PAGE 6

§ 7.3 The Owner and Architect-Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect-Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect-Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Architect-Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect-Consultant to execute consents reasonably required to facilitate assignment to a lender, the Architect-Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect-Consultant for review at least 14 days prior to execution. The Architect-Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect-Consultant.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. If the Consultant or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. Consultant shall comply with the terms and conditions of the RFP.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Consultant hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Owner and its officials, employees and representatives against and from any claims, suits and/or legal actions of any type by third parties, including without limitation claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorneys fees, which result or arise from the negligent acts or omissions, breaches, errors, torts or other improper unauthorized and/or unlawful acts or omissions of the Consultant, its employees, agents, contractors or representatives related to the services provided under this Agreement.

8.1 OWNER AND CONSULTANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE SERVICES OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.
PAGE 7

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the ~~Architect-Consultant~~ and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and ~~Architect-Consultant~~.

...

~~1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect~~

1 Exhibit A – RFP;

2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:

Exhibit B – Proposal; and

3 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Exhibit C – Special Testing Bid Form.

...

OWNER

CAPITOL REGION EDUCATION COUNCIL

OWNER

CONSULTANT

ARCHITECT

Exhibit D: Statement of Special Inspections

All Inspections to be per project plans and specifications to also include:

Section 033543 POLISHED CONCRETE TOPPING

Section 034500 PRECAST ARCHITECTURAL CONCRETE – contractor follow-up test if req'd.

Section 042000 UNIT MASONRY

Section 051200 STRUCTURAL STEEL FRAMING

Section 052000 STEEL JOISTS

Section 072726 FLUID-APPLIED MEMBRANE AIR BARRIERS

Section 072729 WATER-RESISTIVE AIR-BARRIER MEMBRANES

Section 075423 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING **

Section 078413 PENETRATION FIRESTOPPING

Section 078446 FIRE-RESISTIVE JOINT SYSTEMS

Section 079200 JOINT SEALANTS **

Section 084113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS **

Section 084413 GLAZED ALUMINUM CURTAIN WALLS **

Section 084423 STRUCTURAL-SEALANT-GLAZED CURTAIN WALLS **

Section 084433 FIRE RATED GLAZED CURTAIN WALLS (exterior only)

Section 093100 TILING

Section 096513 RESILIENT BASE AND ACCESSORIES

Section 096516 RESILIENT SHEET FLOORING

Section 096519 RESILIENT TILE FLOORING

Section 096543 LINOLEUM FLOORING

Section 096566 RESILIENT ATHLETIC FLOORING

Section 096723 RESINOUS FLOORING

Section 096813 TILE CARPETING

MEP specs- covered by Cx Agent

Section 312300 EARTHWORK

Section 321316 DECORATIVE CONCRETE PAVING

Section 321640 STONE CURBS

Section 329000 PLANTING

Statement of Special Inspections

Project: *CREC – Ana Grace Academy of the Arts*
Location: *29 Griffin Road North, Bloomfield, CT 06002*
Owner: *Capital Region Education Council (CREC)*

Design Professional in Responsible Charge: *Oscar M. Santo Domingo, P.E.*

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: _____ or per attached schedule.

Prepared by:

Oscar M. Santo Domingo, P.E.
(type or print name)

Signature

Date

Design Professional Seal

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 type="checkbox"/> Spray Fire Resistant Material |
| <input checked="" type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Wood Construction |
| <input checked="" 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>Santo Domingo Engineering, LLC</i>	<i>20 74 Park Street Hartford, CT 06106 (860) 232-9927 santodomingo@snet.net</i>
2. Inspector		
3. Inspector		
4. Testing Agency		
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

Quality Assurance Plan Required (Y/N)

Description of seismic force resisting system and designated seismic systems:

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust)

Wind Exposure Category

Quality Assurance Plan Required (Y/N)

Description of wind force resisting system and designated wind resisting components:

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.
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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
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Other

Item	Agency # (Qualif.)	Scope
1. Shallow Foundations	1, 4 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>
2. Controlled Structural Fill	4 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	PE/GE	N/A
4. Load Testing		N/A
4. Other:		N/A

Item	Agency # (Qualif.)	Scope
1. Mix Design	1, 4 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	1, 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	ICC-PCSI	N/A
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	1, 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: <i>Drilled Adhesive Anchors (If used or Substituted for Traditional Anchor Bolts)</i>	4	<i>Visually inspect all drilled adhesive anchors. Shear & Pull-out Load Testing required for 30% of total drilled adhesive anchors per application type.</i>

Item	Agency # (Qualif.)	Scope
1. Plant Certification / Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	ACI-CCI ICC-RCSI	<i>Review plant operations and quality control procedures.</i>
2. Mix Design	ACI-CCI ICC-RCSI	<i>Inspect concrete batching operations and verify compliance with approved mix design</i>
3. Material Certification		
4. Reinforcement Installation	ACI-CCI ICC-RCSI	<i>Inspect size, spacing, position and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials.</i>
5. Prestress Operations	ICC-PCSI	N/A
6. Connections / Embedded Items		
7. Formwork Geometry		
8. Concrete Placement	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>
9. Sampling and Testing of Concrete	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>
10. Curing and Protection	ACI-CCI ICC-RCSI	<i>Inspect curing, cold weather protection and hot weather protection procedures.</i>
11. Erected Precast Elements	PE/SE	<i>Inspect erection of precast concrete including member configuration, connections, welding and grouting.</i>
12. Other:		

Masonry

Required Inspection Level: 1 2

Item	Agency # (Qualif.)	Scope
1. Material Certification		
2. Mixing of Mortar and Grout	4 ICC-SMSI	Inspect proportioning, mixing and retempering of mortar and grout.
3. Installation of Masonry	1, 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	ICC-SMSI	
7. Grouting Operations	1, 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).
10. Anchors and Ties	1, 4 ICC-SMSI	Inspect size, location, spacing and embedment of dowels, anchors and ties.
11. Other:		

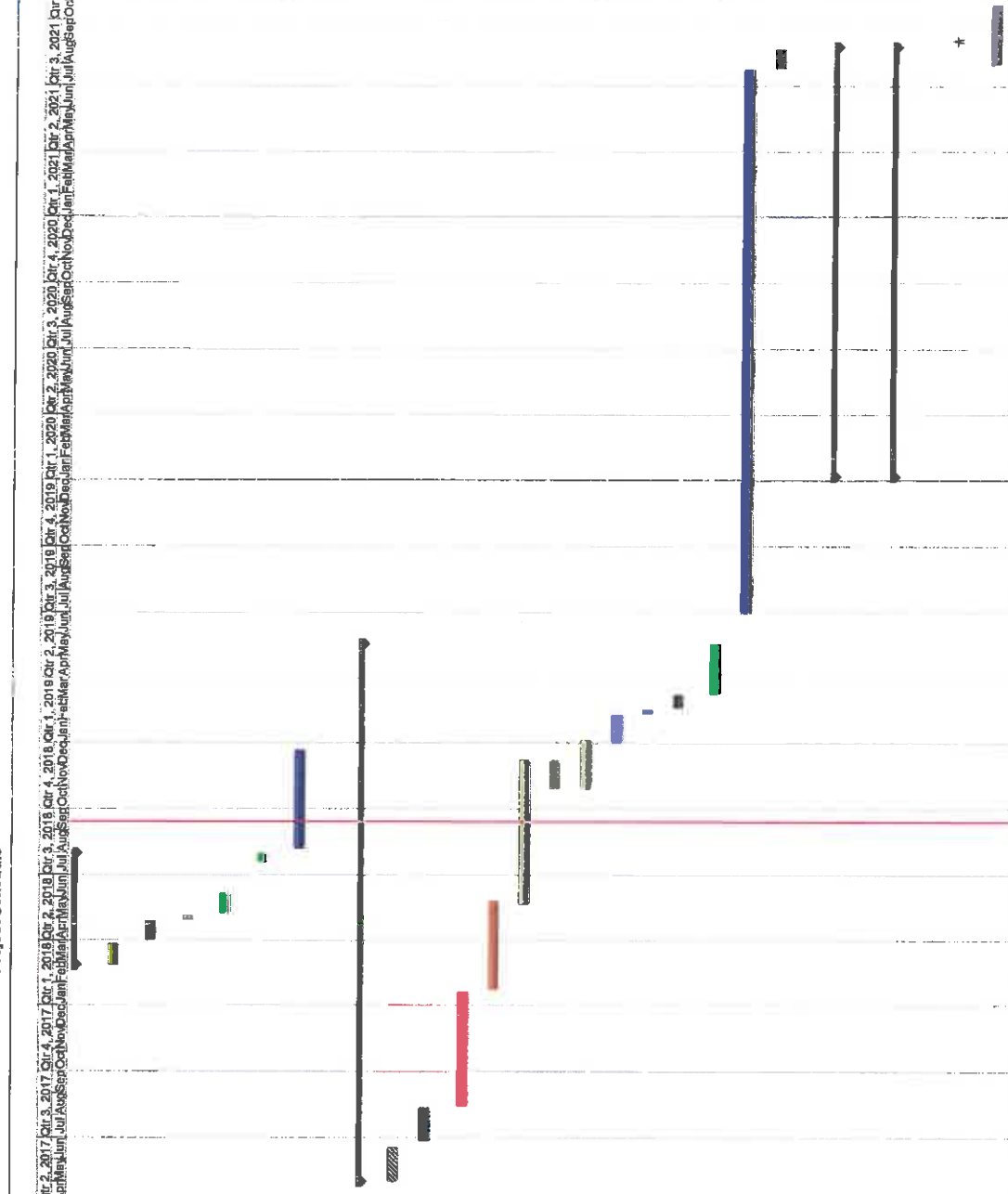
Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	AWS/AISC- SSI ICC-SWSI	Review shop fabrication and quality control procedures. (Fabricator is exempt from this requirement if they are an AISC Certified Facility.)
2. Material Certification	4 AWS/AISC- SSI ICC-SWSI	Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes
3. Open Web Steel Joists	1, 4	Inspect installation, field welding and bridging of joists.
4. Bolting	1, 4 AWS/AISC- SSI ICC-SWSI	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	1, 4 AWS-CWI ASNT	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 AWS/AISC- SSI ICC-SWSI	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.
7. Structural Details	1, 4 PE/SE	Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.
8. Metal Deck	4 AWS-CWI	Inspect welding and side-lap fastening of metal roof and floor deck.
9. Other:		

Item	Agency # (Qualif.)	Scope
1. Member Sizes	1, 4	<i>Inspect field assembly for proper size and spacing of light metal framing (LMF) according to the construction documents and approved shop drawings.</i>
2. Material Thickness	4	<i>Verify proper gage LMF is being assembled in the field.</i>
3. Material Properties	1, 4	<i>Verify and review submitted shop drawings and calculations for compliance with the construction documents and project specifications.</i>
4. Mechanical Connections	4	<i>Visually inspect field connections for compliance with manufacturer recommended assembly and American Iron and Steel Institute (AISI) accepted standards.</i>
5. Welding	4	<i>Visually inspect all field welded LMF.</i>
6. Framing Details	1	<i>Review submitted LMF shop drawings for connections for compliance with AISI standards and specifications.</i>
7. Trusses		N/A
8. Permanent Truss Bracing		N/A
9. Other:		

Exhibit E: Project Schedule

CREC Ana Grace Academy of the Arts - Bloomfield, CT
Project Schedule

Thu 9/13/18



ID	Task Name	Duration	Start	Finish
1	Phase I - Site Preparation	111 days	Mon 2/26/18	Mon 7/30/18
2	Construction Documents	21 days	Mon 2/26/18	Mon 3/26/18
3	Phase I - estimate	20 days	Mon 4/23/18	Fri 4/27/18
4	CDs 100%- revisions/printing	5 days	Mon 4/30/18	Fri 5/4/18
5	Bidding/Award	19 days	Wed 5/9/18	Mon 6/1/18
6	Re-Bidding/Award	8 days	Fri 7/13/18	Mon 7/30/18
7	Phase I Construction	5 mos	Mon 8/6/18	Fri 12/21/18
8				
9	Phase II - Design	535 days	Mon 5/1/17	Fri 5/17/19
10	Program reconciliation / Ed Spec	35 days	Mon 5/1/17	Fri 6/16/17
11	Pre-Design	35 days	Mon 6/26/17	Fri 8/11/17
12	Schematic Design	115 days	Mon 8/14/17	Fri 1/19/18
13	Design Development - LOD 100	90 days	Mon 1/22/18	Fri 5/25/18
14	Construction Documents - LOD 200	145 days	Mon 5/21/18	Fri 12/7/18
15	Red-Check	30 days	Mon 10/29/18	Fri 12/7/18
16	BIM model 100% - LOD 350	50 days	Mon 10/29/18	Fri 1/4/19
17	Local Review/Permitting	28 days	Wed 1/2/19	Fri 2/8/19
18	Respond to Review Comments	5 days	Mon 2/11/19	Fri 2/15/19
19	OSGCR PCR- Approval to Bid Ph II	15 days	Mon 2/18/19	Fri 3/8/19
20	Bidding/Award	50 days	Mon 3/11/19	Fri 5/17/19
21	Phase II - Red-Check Construction	27 mos	Mon 7/1/18	Fri 7/29/21
22	Phase II Construction	20 days	Mon 7/26/21	Fri 8/20/21
23				
24	Phase III FF&E	428 days	Mon 1/8/20	Mon 8/23/21
39				
40	Phase IV - Playground	428 days	Mon 1/8/20	Mon 8/23/21
47				
48	Projected 1st day of school Fall 2021	1 day	Wed 9/1/21	Wed 9/1/21
49	Closeout	3 mos	Sun 8/1/21	Fri 10/22/21

Exhibit F: Payment Application Form

CREC Ana Grace Academy of the Arts
CT State Project: 241-0104 MAG/N/PS

Payment Application Form

Date of Service	Bid Form Description	Unit Quantity (full day, half day, hourly, per test)	Unit Pricing	Amount Billed	Description of Service Provided	Report Attached? (Y/N)

Date Submitted: _____

Total Amount of
This Invoice:

Total Billed To Date: _____

Exhibit G: Special Testing Bid Form

BID FORM

Item and Unit	Hours	Unit Price (per hour)	Extended Price (Total hours)
LABOR RATES			
AISC Shop Inspection	300 Hours	\$ _____ _____ Cents	\$ _____ _____ Cents
Soils and Foundations	750 Hours	\$ _____ _____ Cents	\$ _____ _____ Cents
Cast in Place Concrete	1000 Hours	\$ _____ _____ Cents	\$ _____ _____ Cents
Masonry	1200 Hours	\$ _____ _____ Cents	\$ _____ _____ Cents
Structural Steel	600 Hours	\$ _____ _____ Cents	\$ _____ _____ Cents
Cold Formed Metal Framing	400 Hours	\$ _____ _____ Cents	\$ _____ _____ Cents
Spray Fire Resistant Material	400 Hours	\$ _____ _____ Cents	\$ _____ _____ Cents
Intumescent Fire Resistant Coatings	60 Hours	\$ _____ _____ Cents	\$ _____ _____ Cents

LABORATORY TESTING			
Soil Testing: <ul style="list-style-type: none"> Sieve Test (ASTM D422 & D1140) Modified Proctor Test (ASTM D1557)	Cost Per Test	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
Concrete Testing: <ul style="list-style-type: none"> Compressive strength (ASTM C31 & C39) Slump (ASTM C143) Air-content (ASTM C231 or C173) Temperature (ASTM C1064) 	Cost Per Test	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
Mortar & grout cube compressive strength (ASTM C780)	Cost Per Test	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
Masonry prism compressive strength (ASTM C1314)	Cost Per Test	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
Windsor Probe Testing (ASTM C803)	Cost Per Test	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
Spray Applied Fire Resistive Material Density Testing (ASTM E605)	Cost Per Test	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
Total Fee (all labor and laboratory estimated quantities)	TOTAL OF ALL COLUMNS	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents

END OF RFP