

Legal Notice
Request for Qualifications / Proposals
For
Material Testing and Inspection
For
Area Cooperative Educational Services (ACES)
ACES at Leeder Hill
130 Leeder Hill
Hamden, Ct.
Issue date: 10/13/2017
SDE Project # 244-0040

Area Cooperative Educational Services (ACES) is requesting Material Testing and Inspection Services (or ITL) Proposals from Qualified Experienced firms for the ACES at Leeder Hill Project located at 130 Leeder Hill Hamden, CT. The ITL shall be an integral part of the proposed building project, in accordance with the Connecticut Building Construction Standards and Codes and with the established standards of construction.

Copies of RFQ/P will be available October 13, 2017
The RFQ/P can be obtained at
<http://www.aces.org/administration/request-for-proposals>.

Proposals are to be submitted to:
Area Cooperative Educational Services (ACES)
350 State Street
North Haven, Connecticut 06473-3018
Attention: Timothy Gunn, Director of Facilities & Construction

All Proposals shall be delivered by **2:30 pm October 27, 2017**.
Area Cooperative Educational Services is an equal opportunity employer who does not discriminate on the basis of race, color, age, ethnicity, national origin, religion, gender, marital status, disability or sexual orientation.

INVITATION TO BID 00010

State Project #244-0040

MATERIAL TESTING AND INSPECTION SERVICES

FOR

ACES AT LEEDER HILL EXPANSION & ALTERATIONS

Hamden, CT

1. Sealed bids to provide Material Testing and Inspection Services for ACES at Leeder Hill project located in Hamden, Connecticut, will be received by the ACES Facilities & Construction Department, 350 State St, North Haven, Connecticut 06473. All Bids are due October 27, 2017 @ 2:30 PM, and then, at said office, be publicly opened and read aloud.
2. Each bid must be submitted with Three (3) copies
3. Late bids or bids received at any other location will not be accepted.

Prospective proposers whose proposal exceeds \$500,000.00 must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS) for the classification of work that they are bidding on.

The Area Cooperative Educational Services (ACES) reserves the right to award based upon the evaluation of the Bids deemed to be in the best interest of ACES. ACES reserves the right to waive any formalities, irregularities, or technical defects in the proposals and award based upon the evaluation of the package in the best interest of ACES.

Pre Bid Conference

1. None Scheduled.

The Invitation to Bid (ITB) package and all other contract documents may be examined at the following:

<p>ACES Main Office Department of Facilities & Construction 350 State Street North Haven, CT 06473 during normal business hours. To make an appointment con- tact Tim Gunn at 203-498-6839</p>	<p>ACES Website http://www.aces.org/administration/request-for-proposals.</p>
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Addenda will be issued only to firms that have requested the ITB package from ACES and will be posted to the ACES website. It is the bidders' responsibility to continually check the ACES website to ensure it has a complete set of bidding documents and all addenda issued.

All firms shall examine the "Instructions to Bidders" and comply and conform strictly to the conditions and instructions contained therein.

Firms are advised to be familiar with the requirements of the ITB, including but not limited to, insurance and contract compliance issues.

Proposers shall submit three copies and shall be considered valid and stand available for acceptance for a period of Ninety (90) days from the date the Bids are received. No bidder may withdraw their bid during this period. **Please mark you bid envelopes as follows:**

ACES
Department of Facilities & Construction
350 State Street
North Haven, CT 06473

ACES at Leeder Hill
Material Testing and Inspection Services

Should your envelope not be marked accordingly, ACES will not assume responsibility. Proposers shall submit along with their Bid Proposal, the following forms, properly executed with all answers and statements complete and signed by an authorized representative of the Bidder:

- (A) **Firms shall submit with their bid, the following forms, properly executed with all answers and statements complete and signed by an authorized representative of the Firm:**
- 1. 00300 Bid Form & Bid Cost Worksheet**
 - 2. 00320 Non-Collusion Affidavit**
 - 3. Bidder Qualification supporting documentation contained in section 00300**

The ACES reserves the right to reject any and all Bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of ACES.

Firms are hereby instructed to not include in your Bid Proposal sales taxes, *for which ACES is not liable*, as **tax exemption** certificates will be furnished upon request. The bidder is to include any Federal, State or local taxes that do not fall under the above said tax exempt certificates.

The bidder must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, religion, sex, handicap, sexual orientation, or veteran status, in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in this or their business operations.

This project has a goal of awarding 25% of the value of the contracts to SBE and 6.25% to Minority and Women-Owned Business Enterprises (MWBE) Please note that MWBE contractors are required to be currently certified as a MWBE.

All applicable laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Late submissions or any submissions received at any other locations, other than the Department of Facilities & Construction 350 State Street North Haven Connecticut 06473 will not be accepted. Three (3) copies of your Proposal and supporting required documents must be submitted in a sealed envelope.

The successful firm shall be required to sign ACES "Vendor Construction Services Agreement" contained within the documents with no exceptions.

END OF SECTION

INSTRUCTIONS TO BIDDERS 00100
MATERIAL TESTING AND INSPECTION SERVICES
ACES AT LEEDER HILL - SDE #244-0040

1. Description and Location of Work:

See Section 00600 Scope of Services.

2. Time and Place for Receipt of Bids:

Sealed bids to be submitted by providing three copies and shall be received on or before the date and hour specified in the Advertisement for Bids. At that time, they will be publicly opened and read aloud by ACES and in the presence of any bidders who may desire to be present.

3. Definitions:

The definitions set forth below shall apply to these Instructions to Bidders:

- (A) A Bid is a complete and properly executed proposal to do the work as set forth in the requirements of the Contract Documents, for the sum stipulated therein. All Bids must be submitted in accordance with the Bidding Requirements.
- (B) The Base Bid is the sum stated in the Bid for which the Bidder agrees to perform the work described in the Contract Documents as the base to which work may be added to or deleted from for sums indicated in Alternate Bids.
- (C) An Alternate Bid (or Alternate) is an amount stated in the Bid for which work is to be added to or deleted from the Base Bid if the corresponding change in the work as described in the Contract Documents is accepted.
- (D) A Bidder is a person or entity, which submits a Bid and meets the requirements set forth in the Bidding Requirements.

4. Bidding Requirements and Contract Documents:

Contracts for the work being bid will be with the Area Cooperative Educational Services (ACES). An example of ACES – Vendor Construction Services Agreement is included in the bidding documents.

- (A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Advertisement for Bids herein referred to as

Attachment A of the ACES Vendor Construction Services Agreement.

- (1) 00010-1 Invitation to Bid
 - (2) 00100 Instructions to Bidders.
 - (3) 00300 Bid Form & Bid Cost Worksheet
 - (4) 00320 Non-Collusion Affidavit
 - (5) 00600 Scope of Services
 - (6) 014000 Quality Requirements & Statement of Special Inspections
 - (7) ACES – Vendor Construction Services Agreement & Exhibit A
ACES Vendor Construction Services Insurance Requirements
 - (8) All addenda issued by ACES prior to the receipt of bids.
 - (9) All provisions required by law to be inserted in this Contract whether actually inserted or not.
- (B) For particulars as to this procurement, prospective Bidders are referred to the Invitation to Bidders document.
- (C) Bidders can purchase the Contract Documents, consisting of written specifications and Drawings from **ARC Farmington, 17 Talcott Notch Road, Farmington CT 06032. Email: Planwell.farmingtonct@e-arc.com** or visit the Newfield Construction website, www.Newfieldconstruction.com . Bidders are to refer to these websites for the most current Contract Documents. Bidders are to check the ACES website for any addenda issued related to this RFP.
- (D) Addenda will be issued no later than three calendar days prior to the bid date except an addendum withdrawing the Advertisement or Invitation to Bid or one that includes postponement of the bid date.
- (E) NOT USED ~~Additional copies of the Bid Documents can be purchased.~~
- (F) Bidders shall use complete sets of Bid Documents in preparing Bids. Neither the ACES, Construction Manager nor the Architect assumes responsibility for errors or misrepresentations resulting from use of incomplete sets of Bid Documents.
- (G) After submitting a bid proposal and prior to the award of a contract, each Vendor shall submit to ACES a list of the proposed subcontractors which the trade contractor intends on using for the project.
- (H) This Vendor's bid proposal shall include a list of the proposed unit labor rates to be used for any change order proposals. A complete breakdown of the labor rate shall be provided. The labor rate shall include all direct costs.

(I) The provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, each Vendor shall begin work on the day specified, and shall prosecute the work diligently so as to permit full occupancy not later than the first day following the construction period established in the Schedule of Construction.

(J) This project is exempt from State of Connecticut Sales Tax. A Tax Exemption Certificate will be issued to all contractors and material suppliers. If a contract is issued to a "non-resident contractor", as that term is used in C.G.S. 12-430(7), it shall provide ACES with a certificate from the Commissioner of Revenue Services showing that the conditions of the statute have been met by the contractor.

(K) The submission of a bid or proposal by a Vendor for the whole or any part of the work of this project shall constitute an acceptance by such Vendor of the terms and conditions of all duly promulgated ordinances and regulations by any Authority Having Jurisdiction and ACES to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.

5. Pre-Bid Conference:

None required

6. Point of Contact:

Any questions or correspondence relating to this bid solicitation, or requests for site access, shall be addressed to the ACES Director of Facilities & Construction, Mr. Tim Gunn, 350 State Street North Haven, CT 06473 at tgunn@aces.org.

7. Bidder's Representations:

The Bidder, by providing a Bid Proposal, represents that:

- (A) The Bidder has read and understands the Bidding Requirements and Contract Documents to the extent that such documentation relates to the work for which the Bid is submitted and other portions of the project, if any, being bid concurrently or presently under construction.
- (B) The bid submitted is in complete compliance with all requirements of the Contract Documents; that the bid is based upon the materials, equipment and systems required, without exception.

- (C) An authorized representative of the Bidder has properly signed the bid and verifies by written oath, that the several matters stated and information furnished therein are, in all aspects, true. A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any contract between ACES and the Bidder. In addition, the Bidder may be barred from participating in future ACES contracts as well as be subject to possible criminal prosecution.

8. Bidder Responsibilities and Qualifications:

Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Bidding Documents.

- (A) Bidders shall submit with their bid, the following forms, properly executed with all answers and statements complete and signed by an authorized representative of the Bidder:

1. 00300 Bid Form & Bid Cost Worksheet
2. 00320 Non-Collusion Affidavit
3. Bidder Qualification supporting documentation that is part of section 00300.

- (B) ACES may require any Bidder or prospective Bidder to furnish a sworn statement providing such information as ACES may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience, capitalization and performance record. ACES reserves the right to disqualify or refuse to award a contract to any individual, partnership, firm or corporation for reasons including but not limited to any of the following:

1. For having defaulted on a previous contract;
2. For having failed, without acceptable justification, to complete a contract within the contract period;
3. For having failed to prosecute the work in accordance with contract requirements;
4. For having performed contract work in an unsatisfactory manner;
5. For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence;
6. For providing a sworn statement, if required, regarding plant and equipment, personnel, qualifications, experience, capitalization and performance record which, in ACES's judgment, indicates the bidder does not have the required experience in the class of work to be bid on, does not have the proper labor and equipment to prosecute the work within the time allowed, or does not have sufficient capital and liquid assets to finance the work.

- (C) Oral Examination on Qualifications - In addition thereto, and when directed by

ACES, the Bidder, or a responsible officer, agent or employee of the Bidder, must submit to an oral examination to be conducted by ACES or its Agent in relation to his proposed tentative plan and schedule of operations, and such other matters as ACES may deem necessary in order to determine the Bidder's ability and responsibility to perform the work in accordance with the contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in this section or fails to comply with any of the requirements thereof, ACES may reject the bid.

9. Examination of Proposed Contract Documents:

Bidders shall carefully study and compare the Bidding Documents. Bidders shall at once report to ACES errors, omissions, inconsistencies or ambiguities discovered.

- (A) Request for Interpretation or Correction - Bidders, upon discovering any patent ambiguity, inconsistency or error, which should have been discovered by a reasonably prudent bidder, must request, in writing, no less than six calendar days prior to the date set for the receipt of bids, an interpretation or correction from ACES. Such interpretation or correction, as well as any additional contract provisions ACES may decide to include, will be issued in writing as an addendum to the contract. The addendum will be posted at the place where the contract documents are available for the inspection of prospective bidders. Upon such posting, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.
- (B) Only the written interpretation or correction so given by ACES shall be binding, and prospective bidders are warned that no other person, firm or corporation is authorized to give information concerning, or to explain or interpret, the contract.

10. Preparation of Bid:

Each bid must be submitted upon the prescribed Bid Form, in triplicate. All blanks on the Bid Form shall be executed, either typewritten or written legibly in ink, and shall be signed in ink. The signer shall initial erasures, interlineations, or alterations in ink. Sums shall be expressed in both words and figures; in case of discrepancy, the amount written in words shall govern. All requested Alternates shall be bid; if no change in the Base Bid is required, enter "No Change." Failure to conform to the requirements of this section 10 shall result in the rejection of the bid. The bid must contain:

- (A) The name, title and place of business of the person or persons making the same;

(B) The names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated;

(C) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud;

(D) A statement that no Council member or other officer or employee or person whose salary is payable in whole or part by ACES is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof;

(E) A statement that the bidder is not in arrears to ACES or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to ACES to any agency thereof, except as set forth in the bid.

11. Modification or Withdrawal of Bid:

The prices set forth in the bid cannot be revoked and shall be effective until the award of the contract, unless the bid is withdrawn as provided for herein.

(A) Bids may be modified or withdrawn by written notice received in the office designated in the Advertisement or Invitation to Bid, before the time and date set for the bid opening. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of bids

(B) Withdrawn bids may be resubmitted up to the date and time designated for receipt of bids provided they are fully in conformance with these Instructions to Bidders.

(C) If a bid is withdrawn in accordance with this document, the bid security, if any, shall be returned to the bidder.

(D) Except as provided for above, a Bidder may not withdraw its bid before the expiration of Ninety (90) calendar days after the date of the opening of bids; thereafter, a Bidder may withdraw its bid only in writing and in advance of an actual award. If within Ninety (90) calendar days after the execution of the contract, ACES fails to fix the date for commencement of work by written notice to the Bidder, the Bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to ACES. If such notice is given to ACES, and the request to withdraw is granted, the Bidder waives all claims in connection with this contract. Each Bidder so agrees to this stipulation in submitting a Bid.

12. Acknowledgment of Amendments:

The Bidder, in his submission, shall acknowledge the receipt of any amendment to the contract documents. Failure to do so is cause for rejection of the bid.

13. Bid Evaluation and Award:

In accordance with the Authority Having Jurisdiction, applicable Ordinances, and the terms and conditions of these Instructions to Bidders, this contract shall be awarded, if at all, to the responsible Bidder whose bid meets the requirements and evaluation criteria set forth in the Advertisement and the Invitation to Bid and who submits the bid most favorable and in the best interest of ACES. However, ACES shall have the discretion to reject any or all bids.

- (A) No negotiations with any Bidder shall be allowed to take place except under the circumstances and in the manner set forth in section 17.
- (B) Nothing in this section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Bidding Documents, if that bid is not also the most favorable bid.

14. Late Bids, Late Withdrawals and Late Modifications:

All bids are due at the location designated in the Advertisement and Invitation to Bid by the specified date and time. Bids must be complete and comply with all requirements set forth in the Bid Documents.

- (A) Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.
- (B) Bids received at any other location than that designated shall not be considered.
- (C) Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.
- (D) The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to ACES shall be considered at any time it is received.

15. Mistake in Bids:

- (A) Mistakes Discovered Before Bid Opening - A Bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or

correcting the bid as provided in Section 11, above.

(B) Mistakes Discovered Before Award

1. Where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of ACES, if the following conditions are met:
 - a) The mistake is known or made known to ACES prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and
 - b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
 - c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
 - d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - e) It is possible to place ACES in the same position as existed prior to the bid.
2. Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Section shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the Bidder. Thereafter, ACES may, in its discretion, award the contract to the next lowest Bidder or re-bid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.
3. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

16. Low Tie Bids:

- (A) When two or more low responsive bids from responsible bidders are identical in price and meet all the requirements and criteria set forth in the Advertisement and Invitation to Bid, ACES will break the tie in the following manner and order of priority:
1. Award to a certified State of Connecticut Small, Minority or Woman-owned Business Enterprise (SBE/MBE/WBE) Bidder;
 2. Award to a State of Connecticut Bidder.
- (B) If two or more bidders still remain equally eligible after application of paragraph (A) above, ACES shall award by drawing from a lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

17. Rejection of Bids:

- (A) Rejection of Individual Bids - ACES may reject a bid if:
1. The bidder fails to furnish any of the information required; or if
 2. The bidder is determined to be not responsible; or if
 3. The bid is determined to be non-responsive; or if
 4. The bid, in the opinion of ACES, contains unbalanced bid prices and is thus non-responsive, unless the imbalance is corrected pursuant to section 11, above.
- (B) Rejection of All Bids - ACES may reject all bids and may elect to re-solicit bids if in its sole opinion it shall deem it in the best interest of ACES to do so.
- (C) Rejection of All Bids and Negotiation With All Responsible Bidders - ACES may determine that it is appropriate to cancel the Advertisement For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:
1. All otherwise acceptable bids received are at unreasonable prices, or;
 2. Only one bid is received and ACES cannot determine the reasonableness of the bid price, or;

3. No responsive bid has been received from a responsible bidder; or;
4. In the judgment of ACES, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(D) When ACES has determined that the Advertisement for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, ACES may negotiate and award the contract without issuing a new solicitation, subject to the following conditions:

1. Prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by ACES to each responsible bidder that submitted a bid in response to the Advertisement for Bids;
2. The negotiated price is the lowest negotiated price offered by a responsible Bidder and the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Advertisement for Bids.

18. Affirmative Action and Equal Employment Opportunity:

This Advertisement and Invitation to Bid is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

19. Bid, Performance and Payment Security:

None Required

20. Failure to Execute Contract:

In the event of failure of the successful Bidder to execute the contract and furnish the required security within five (5) days (if no bond is required) and ten (10) days (if bond is required) after notice of the award of the contract, such bidder may be deemed non-responsive. The deposit of the successful Bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by ACES, and the successful Bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such contract shall be subsequently awarded, including the cost of any required re-bidding and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the Bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the Bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the Bidder in such event shall be liable also to ACES for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

21. Labor Law Requirements:

- (A) General - The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.
- (B) Minimum Wages - This contract is subject to the Davis-Bacon Act (40 USC & 167; 276a-276a-5 (1995), 29 CFR ° 5 (1995)), State of Connecticut Labor Law Section 31-53 and City Ordinance Section 3.08.120, which require that all laborers and mechanics on the site be paid no less than the wage rates contained in the determination by the U.S. Secretary of Labor and the Connecticut Department of Labor attached as part of the Contract Documents. The Contractor is reminded that all wage provisions of this contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being fined and debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions that may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.
- (C) Records - The Contractor will be required to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, contract provisions and specified procedures.

22. Lump Sum Contracts:

- (A) Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.
- (B) Lump Sum Bids for items of Work which include excavation shall include all necessary excavation work defined in the specifications as being included in the lump sum bid. The Bidder shall also bid a unit price for the additional cost of excavating material that is defined in the specifications as excavation for which additional payment will be made.
- (C) Variations in Estimated Quantities - The Engineer's estimate, if any, of the quantity of excavation for which additional payment will be made is approximate. It is given for use as a uniform basis for the comparison of bids, solely. Such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

23. License and Permits:

The successful Bidder will be required to obtain all necessary licenses and permits necessary to perform the work. The cost of obtaining such licenses shall be the responsibility of the

Contractor.

24. Multiple Prime Contractors:

More than one prime contractor will be involved on this project. All contractors are required to examine the Advertisement and Invitation to Bid packages for all other parts of the project.

25. Schedule of Construction:

The Schedule of Construction is part of the Contract Documents Package. The following criteria should be considered in preparation of the Bidder's proposal:

- a. ITL shall cooperate with the Construction Manager in adhering to the Construction Schedule. **Construction is anticipated to start December 2017/January 2018 with an estimated duration of 18 months.**
- b. In the event that this Construction Schedule is interrupted or delayed because of insufficient materials, equipment or working force at the jobsite, the Construction Manager shall direct this Vendor to make up the lost time through the use of additional labor and/or working beyond the normal working times at no additional cost to ACES.
- c. If there are major delays brought about by circumstances beyond the control of either the Construction Manager, trade contractor or various subcontractors or suppliers, a request for time extension will be considered but under no circumstances will ACES, as a condition of Contract Award, pay for damages due to these delays.

END OF SECTION

00600 SCOPE OF SERVICES

MATERIAL TESTING & INSPECTION SERVICES

ACES AT LEEDER HILL - SDE # 244-0040

I. GENERAL PROVISIONS:

- A. Structural testing is to be performed in accordance with Section 1705 of the Connecticut State Building Code.
- B. The Testing Laboratory shall be NVLAP accredited and approved by the Structural Engineer of Record (SER). Proof of accreditation shall be submitted with the Bid.
- C. The Testing Laboratory shall maintain on staff a full time Professional Engineer licensed in the State of Connecticut, who shall stamp and sign all test reports. The Professional Engineer shall be responsible for the training of the testing technicians and shall be in charge of the field and laboratory testing operations.
- D. Inspections shall be performed by inspectors who meet the minimum qualifications of Inspectors and Testing Technicians as identified in the Statement of Special Inspections.
- E. The Testing Laboratory shall submit to the Structural Engineer of Record (SER) and Building Official, for review, a copy of their qualifications which shall include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
- F. The Testing Laboratory shall disclose any past or present business relationship or potential conflict of interest with the Construction Manager, Trade Contractors or any subcontractors whose work will be inspected or tested.
- G. The Testing Laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
- H. The Testing Laboratory shall not have control over the Construction Manager's and Trade Contractor's means and methods of construction.
- I. The Testing Laboratory shall not be responsible for construction site safety.
- J. The Testing Laboratory has no authority to stop Work.
- K. The Testing Laboratory shall immediately verbally advise the Construction Manager of any deficiency it is aware of and follow up in writing to all parties per section IV RECORDS AND REPORTS.

II. STATEMENT OF SPECIAL INSPECTIONS:

- A. The Statement of Special Inspections has been prepared by the project's Structural Engineer of Record (SER).
 - 1. CEPP/SEC Form 101 – 1993 shall be used for the Statement of Special Inspections.
- B. Refer to Attachment A Specification Section 014000 – Quality Requirements and the Statement of Special Inspections. Herein incorporated into this agreement.

III. BASE SERVICES:

- A. Refer to the Bid Proposal Cost Worksheets attached to the Form of Bid. Unit prices for individual tests and inspections shall be listed on the Worksheets. An estimated number of tests and inspections have been identified. The cost of each line item shall be calculated using the unit price and number of tests listed. The sum of all estimated quantities of tests and inspections plus the contingency shall be the basis of the lump sum comparison price for the project in the Form of Bid.
- B. All unit prices shall include all travel time, mileage, expenses, overhead, profit, additional insurance, taxes, and all charges of whatever kind.
- C. Contingency – The Testing Laboratory shall carry a contingency of \$10,000.00 in their bid. The contingency is already noted on the Bid Proposal Cost Worksheets. The Contingency will be used as directed by the Owner. The Independent Testing Laboratory (ITL) shall provide a detailed written utilization of the contingency in a format acceptable to the Owner and the State.
- D. Inspection Time Interval – A ½ day interval shall be any 4 hour period or portion thereof. A 1 day interval shall be any 8 hour period or portion thereof beyond the 4 hour ½ day interval. Each interval shall commence upon the inspector's arrival at the site. Each inspector will be required to sign-in upon arrival and sign-out upon departure with the construction manager's site staff. A sign-in log will be maintained in the construction manager's field office. All ITL test and time must be verified by the on-site Construction Manager Supervisor on a daily basis.
- E. Complimentary inspections performed on the same day, for example rebar & concrete inspections or soil compaction and asphalt inspections performed on the same day shall be invoiced as a 1/2 day or full day not as a two separate inspections.
- F. The Independent Testing Laboratory (ITL) shall indicate on its monthly invoice the quantity of items performed this month, the quantity of items performed to date and the quantity remaining. The Independent Testing Laboratory (ITL) shall also give the Construction Manager, Architect and the Owner, at least a 15 day notice of quantities that it expects to be exceeded and the number of anticipated additional testing/inspection required. The Independent Testing Laboratory (ITL) shall update and distribute this information at least monthly.

- G. The Independent Testing Laboratory (ITL) shall provide at no additional cost a concrete curing box as required during the duration of the project. All sample cylinders shall be protected from damage during curing and removed from the site the next working day.

IV. RECORDS AND REPORTS:

- A. Detailed reports shall be prepared for each inspection or test. Reports shall include the following:
 - 1. Date of test or inspection
 - 2. Name of Inspector or Technician.
 - 3. Location of specific areas tested or inspected.
 - 4. Description of test or inspection and results
 - 5. Applicable conditions.
 - 6. Weather conditions.
 - 7. Professional Engineer's stamp and signature.
- B. Reports shall be addressed to the Building Official with copies mailed to the Special Inspector, Architect, Construction Manager and the Owner.
- C. Any discrepancies found within the Contract Documents during a special inspection shall immediately be reported to the Construction Manager, Architect and the Special Inspector. If the discrepancies are not corrected, the Testing Laboratory shall notify the Construction Manager, Architect, Special Inspector, Building Official, and the Owner.
- D. The Testing laboratory shall immediately notify the Construction Manager, Architect, Special Inspector and the Owner by email of any test results which fail to comply with the requirements of the Contract Documents.
- E. Reports shall be submitted within seven (7) days of the inspection or test. Hand written reports may be submitted if final typed copies are not available.
- F. At the Completion of the Work requiring Special Inspections, each inspection agency and testing laboratory shall provide a statement to the Special Inspector that all Work was completed in substantial conformance with the Contract Documents and that all appropriated inspections and tests were performed.

V. FINAL REPORT OF SPECIAL INSPECTIONS:

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and submitted to the SER, and Architect, and Building Official prior to the issuance of a Certificate of Use and Occupancy.
- B. CEPP/SEC Form 102 – 1993 shall be used for the Final Report of Special Inspections.
- C. The Final Report of Special Inspections will certify that all required inspections have been performed and will itemize any discrepancies which were not corrected or resolved.

VI. SCHEDULE OF INSPECTIONS AND TESTS:

- A. Required inspections and tests are described in the Statement of Special Inspections. Individual specification sections for the items to be inspected or tested will be provided after contract award.
- B. All inspections shall be coordinated with the Construction Manager.

VII. SPECIAL INSPECTOR:

- A. The Owner will hire the Special Inspector.
- B. The Special Inspector, by assignment, will oversee the independent materials testing lab's duties and responsibilities in complying with the Statement of Special Inspections.

VIII. GEOTECHNICAL ENGINEER:

- A. The Owner shall hire the geotechnical engineer identified in the Testing Agencies section of the Statement of Special Inspections to perform the required site preparation inspections.

IX. CONSTRUCTION MANAGER AND TRADE CONTRACTORS RESPONSIBILITIES:

- A. The Construction Manager and Trade Contractors shall cooperate with the Special Inspector, Testing Laboratory and their agents so that the special inspections and testing may be performed without hindrance.
- B. The Construction Manager shall notify the Testing Laboratory at least 24 hours in advance of a required inspection or test.
- C. The Construction Manager and Trade Contractors shall provide incidental labor and facilities to provide access to the Work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples. Note -The curing box is to be supplied by the ITL.
- D. The Construction Manager shall keep at the project site the latest set of construction drawings, field sketches, approved shop drawings, and specifications for use by the inspectors and testing technicians.
- E. The Special Inspector's program shall in no way relieve the Construction Manager and Trade Contractors of their obligation to perform work in accordance with the Contract Documents or from implementing an effective Quality Control and Quality Assurance Program.
- F. The Construction Manager and Trade Contractor shall be responsible for construction site safety.

- G. Upon completion of inspection, testing, sample taking and similar services, Construction Manager shall have the Trade Contractors repair damaged construction and restore substrates and finishes.
- H. The Construction Manager shall have the Trade Contractors protect construction exposed by or for quality-control service activities, and protect repaired construction.
- I. The Construction shall ensure that the Repair and protection is Trade Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

X. PROJECT SCHEDULE:

- A. Material testing and inspections shall commence upon notice to proceed.
- B. Material testing and inspections for the ACES at Leeder Hill project shall be provided as stated in the Instruction to Bidders 00100, item 25 Schedule of Construction.

XI. PROJECT DESCRIPTION:

- A. ACES is seeking qualifications and proposals for Material Testing and Inspection Services (or ITL) for the ACES at Leeder Hill located at 130 Leeder Hill, Hamden, CT. The Material Testing and Inspection Services commissioning shall be an integral part of the proposed building project, in accordance with Connecticut Building Construction Standards and Codes and with the establish standards of construction. The Material Testing and Inspection Services (or ITL) shall work in coordination with the project Architectural and Engineering firm (Silver Petrucelli & Associates) and the Construction Manager (Newfield Construction). The construction phase is as noted above. Note that these date may change, however the duration of each phase should remain consistent.
The new facility will be Approximately 137,164 sf with a Cost of the trade work estimated to be \$43,300,000.

XII. INSURANCE

- A. Insurance requirements shall be as stated in Exhibit A ACES Vendor Construction Services Insurance Requirements attached hereto this agreement.

END OF SECTION

Attachment A

- Section 014000 - Quality Requirements
- Statement of Special Inspections

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

- 1. Specific quality-assurance and -control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
- 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
- 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, Construction Manager or authorities having jurisdiction are not limited by provisions of this Section.

- C. Related Sections:

- 1. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances.

Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope construction on-site as freestanding temporary built elements or as part of permanent construction, consisting of multiple products, assemblies and subassemblies.
 - D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
 - E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
 - F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
 - G. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
 - H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
 - I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
 - J. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- 1.4 DELEGATED-DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.5 CONFLICTING REQUIREMENTS

- A. **Conflicting Standards and Other Requirements:** If compliance with two (2) or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 ACTION SUBMITTALS

- A. **Shop Drawings:** For mockups.
 - 1. Include plans, sections, and elevations, indicating materials and size of mockup construction.
 - 2. Indicate manufacturer and model number of individual components.
 - 3. Provide axonometric drawings for conditions difficult to illustrate in two (2) dimensions.
- B. **Delegated-Design Services Submittal:** In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.7 INFORMATIONAL SUBMITTALS

- A. **Contractor's Quality-Control Plan:** For quality-assurance and quality-control activities and responsibilities.
- B. **Qualification Data:** For Contractor's quality-control personnel.
- C. **Contractor's Statement of Responsibility:** When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- D. **Testing Agency Qualifications:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- F. Reports: Prepare and submit certified written reports and documents as specified.
- G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within ten (10) days of Notice to Proceed, and not less than five (5) days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager shall **not** have other Project responsibilities.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into

compliance with standards of workmanship established by Contract requirements and approved mockups.

- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.9 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.10 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
 2. Notify Architect and Construction Manager seven (7) days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven (7) days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.

1.11 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify that the Work complies with requirements.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect, Commissioning Authority, Construction Manager and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Commissioning Authority, Construction Manager and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. **Associated Contractor Services:** Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.

5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.12 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and in the Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, Construction Manager and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect through Construction Manager, Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's, and Construction Manager's reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

Statement of Special Inspections

Project: *ACES Whitney School – Renovate as New Project*

Location: *130 Leeder Hill Drive Hamden, Connecticut*

Owner: *ACES*

Structural Engineer of Record: *Michael Horton Associates, Inc.*

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

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 Structural Engineer of Record. 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 Structural Engineer of Record. The Special Inspection program does not relieve the Contractor of his or her responsibilities. All testing and inspections shall be performed in accordance with 2003 IBC (Chapter 35) and 2005/2009 Connecticut Building Code.

Interim reports shall be submitted to the Building Official and the Structural Engineer of Record.

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

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

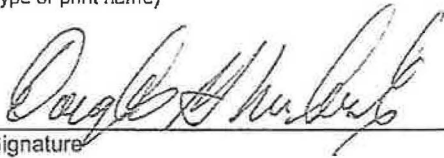
Interim Report Frequency: *Monthly*

or per attached schedule.

Prepared by:

Douglas H. McCloskey, P.E

(type or print name)



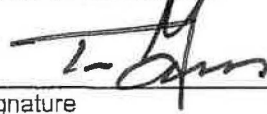
Signature

06/01/17

Date



Owner's Authorization:



Signature

7/1/17

Date

Building Official's Acceptance:

Signature

Date

Schedule of Inspection and Testing Agencies

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

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

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

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

Quality Assurance Plan

Quality Assurance for Seismic Resistance

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

Description of seismic force resisting system and designated seismic systems:
Intermediate reinforced masonry shear walls

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust) *V_{asd}=105 MPH*
Wind Exposure Category *B*
Quality Assurance Plan Required (Y/N) *N*

Description of wind force resisting system and designated wind resisting components:
Intermediate reinforced masonry shear walls

Statement of Responsibility

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

Qualifications of Inspectors and Testing Technicians

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

Key for Minimum Qualifications of Inspection Agents:

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

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

American Concrete Institute (ACI) Certification

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

American Welding Society (AWS) Certification

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

American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.
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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	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	<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		
4. Load Testing		
4. Other:		

Item	Agency # (Qualif.)	Scope
1. Mix Design	4 ACI	<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	1, 4	<i>Review submitted certifications as required per the Project Specifications.</i>
3. Reinforcement Installation	4	<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		
5. Welding of Reinforcing	4 AWS	<i>Visually inspect all reinforcing steel welds. Verify weldability of reinforcing steel. Inspect preheating of steel when required. Verify welder's certifications</i>
6. Anchor Rods	4	<i>Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.</i>
7. Concrete Placement	4 ACI	<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	<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	4 ACI	<i>Inspect curing, cold weather protection and hot weather protection procedures.</i>
10. Other:		

Masonry

Required Inspection Level: 1 2

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

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	4 AWS/AISC	<i>Review certifications submitted by structural steel fabricator in accordance with Contract Documents</i>
2. Material Certification	4	<i>Review certified mill test reports and identification markings on steel shapes, high-strength bolts, nuts and welding electrodes</i>
3. Open Web Steel Joists	4	<i>Inspect size, installation, field welding and bridging of joists.</i>
4. Bolting	4 AWS/AISC	<i>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.</i>
5. Welding	4 AWS	<i>Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds. Ultrasonic testing of all full-penetration welds. Verify welder's certifications</i>
6. Shear Connectors	4	<i>Inspect size, number, positioning and welding of shear connectors. Inspect studs for full 360 degree flash. Ring test all shear connectors with a 3 lb hammer. Bend test all questionable studs to 15 degrees.</i>
7. Structural Details	1,4	<i>Inspect steel frame for compliance with contract documents, including bracing, member configuration and connection details.</i>
8. Metal Deck	4	<i>Inspect fastening of floor and roof deck for conformance with contract documents and specifications.</i>
9. Other:		

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

Spray-Applied Fire Resistant Material

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

ACES AGREEMENT FOR VENDOR CONSTRUCTION SERVICES

AGREEMENT made as of "Insert Date"

BETWEEN

"Owner": AREA COOPERATIVE EDUCATIONAL SERVICES (ACES)
350 State Street
North Haven, Ct. 06473-3108

and "Vendor": TBD

The "Project" is: ACES at Leeder Hill
130 Leeder Hill Drive
Hamden, Ct. 06517
State Project Number: 244-0040 SP/PE/EA

THIS AGREEMENT FOR VENDOR CONSTRUCTION SERVICES

("Agreement"), effective as of the date set forth above, is between Owner and Vendor, collectively referred to herein as the "Parties," who state and agree as follows:

1. Vendor. In response to Owner's written Request for Qualifications and Proposals for Material Testing and Inspection Services("RFQ/P") issued date of June 12, 2017, respectively, of which is expressly incorporated herein and copies of which are attached hereto as Exhibit A, Vendor submitted its response and proposal, which is expressly incorporated herein and made a part hereof. Owner selected Vendor to provide services described in the RFQ/P and now wishes to formally retain Vendor to provide services to Owner in connection with the Project. Vendor shall perform its services pursuant to this Agreement for the benefit of Owner. Vendor is an independent contractor and not an agent, servant or representative of Owner. Vendor will have no authority legally to obligate Owner except as specified in this Agreement or as otherwise specified in writing by Owner from time to time. The Vendor's duly authorized representative for purposes of this Agreement is ?????????? ("Vendor's Representative").

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

All Services are to be conducted in a transparent manner and shall be done consistent with all

applicable federal, state and local statutes, regulations and ordinances, and Connecticut State Department of Administrative Services, Office of School Construction Grants Education Bureau of School ("DAS") requirements.

The Owner has retained the services of Silver Petrucelli and Associates ("the Architect") to provide architectural and engineering services in relation to the Project. The Owner has retained the services of Newfield Construction ("the Construction Manager") to provide Construction Manager @ Risk services in relation to the Project. Vendor shall coordinate its services with the Construction Manager, the Architect and their team and sub-Vendors but shall advise Owner in writing of any communications Vendor has with the Construction Manager and/or Architect or their team.

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

3. Time of Performance. TIME IS OF THE ESSENCE WITH REGARD TO VENDOR'S PERFORMANCE OF SERVICES FOR THE PROJECT. Vendor agrees to perform its Services, continuously, diligently, and in accordance with the Project schedule provided by Owner.

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

5. SubVendors; Employees.

(a) Vendor shall not contract with or otherwise engage, employ or utilize any Vendors, contractors, or other third Parties (any such, a "SubVendor") in connection with any Services without Owner's prior written consent in each instance. Vendor shall furnish Owner with a list of SubVendors proposed to be used on the Project prior to commencing Services and shall promptly notify Owner of proposed changes to such list. Neither use of a SubVendor by Vendor, nor Owner's consent thereto, shall relieve Vendor of its obligations under this Agreement. Vendor shall be responsible to Owner for the acts and omissions of its employees and SubVendors, and their agents and employees. The terms, conditions, and provisions of the Vendor's agreement with each SubVendor shall be subject and subordinate to, and not inconsistent *with, the* terms, conditions and provisions of this Agreement. Nothing contained herein shall create any relationship of contract or agency between Owner and any SubVendor. Vendor's obligation to pay its SubVendors is independent from Owner's obligation to pay Vendor for Services; Owner shall have no obligation to pay or enforce payment to

SubVendors. For purposes of Vendor's obligations and responsibilities under this Agreement, reference to "Vendor" shall be deemed to bind every SubVendor of any tier, unless the context specifically requires otherwise.

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

6. Compensation; Documentation. For its services, Vendor shall be paid the sum of "WORDS" dollars (\$?????.00), payable upon completion of the Vendor's services per the Vendors Fee Proposal included in Attachment A herewith.

~~Vendor's reimbursable costs are, as per its proposal in Exhibit A and shall not exceed "WORDS" dollars (\$?????.00) and is included in the above fee. Vendor shall submit backup with its requisition for all approved reimbursable cost.~~

Upon written request by Owner, Vendor shall provide any additional services at the rates set forth in Vendor's proposal, attached hereto as Attachment A. Vendor shall bill Owner monthly for any additional services requested by Owner and performed by Vendor.

The Vendors requisition shall be in a format acceptable to the Owner. Any additional services shall be itemize and describe the Services performed, identify personnel performing the Services and the time expended (for Services compensated on a time and expenses basis), with appropriate documentation of all of the foregoing attached thereto. Provided that Vendor delivers a four copies of its requisition, properly completed, documented invoice to Owner, payment of undisputed amounts will be due forty five (45) days from Owner's receipt of such invoice; if invoices are untimely, incomplete or improperly documented, then payment may be delayed until the forty fifth day after Owner receives a properly completed, documented invoice. Vendor agrees to provide any supporting documentation for each invoice which Owner reasonably requests. Vendor shall provide an executed statutory form of lien waiver and release that is acceptable to ACES with each invoice and upon receipt of final payment as a condition to payment. Any payment made hereunder prior to completion and acceptance of the Services shall not be construed as evidence of acceptance by Owner of any part of Vendor's Services.

For a period of six (6) years following substantial completion of the Project, Vendor shall maintain full and accurate records and books of account necessary to document: (a) all activities undertaken by or on behalf of Vendor (including by its agents and SubVendors) in the course of performing Services hereunder; and (b) all charges, expenses and disbursements incurred by Vendor, its agents or Subconsultants in performing Services hereunder. Vendor will promptly make such books and records available to Owner during normal business hours upon prior written request.

7. Insurance. Certain insurance requirements are set forth in the RFQ/P and are incorporated herein. Vendor agrees that at all times during the life of this Agreement,

it shall maintain at its own cost those insurance coverages required by this Agreement.

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

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

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

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

(c) If mediation is unsuccessful, then either party may commence legal proceedings. Any dispute between Owner and Vendor pertaining to or arising out of or in connection with this Agreement or the Project shall be decided by litigation venue exclusively in Connecticut Superior Court in and for the Judicial District of New Haven at New Haven, unless the Owner, in its sole discretion, opts to arbitrate such dispute via the American Arbitration Association.

(d) The Parties agree that to the extent permitted by the contract documents, all third parties necessary to resolve a claim, dispute or controversy shall be parties to the same dispute resolution proceeding. To the extent disputes between Owner and Vendor

involve, in whole or in part, disputes between Owner and any design professional or contractor or construction manager, Owner shall be entitled either to join Vendor in the proceeding commenced by or against the design professional or contractor or construction manager or to a stay of any dispute resolution proceeding commenced by Vendor pending resolution of the claim with the design professional or contractor. Vendor shall specifically bind the SubVendors to the terms of these dispute resolution provisions.

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

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

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

13. Notices. All notices required or permitted by this Agreement shall be in writing and may be accomplished either by personal delivery, first-class regular mail of the United States Post Office, express delivery by a reputable national carrier sent to the party at the address noted below. In addition, Vendor shall send any notices directed to the Owner to the Owner's Legal Firm. The written notice shall be effective on the date of receipt.

Owner's Legal Firm: Attn. Christine L. Chipman
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT. 06103-1919

The Owner: Attn. Timothy Gunn, ACES Director of Facilities at the address identified above as the Owner.

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

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

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

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

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

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

20. Non-Discrimination. The Vendor agrees to comply with the following provisions:

For the purposes of the following provisions “contractor” shall mean the Vendor.

(A) Compliance with Nondiscrimination and Affirmative Action in accordance with Connecticut General Statutes Section 4a-60.

(1) (a) The contractor agrees and warrants that in the performance of the contract, such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identify or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with the regulations adopted by the Commission on Human Rights and Opportunities; (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or worker’s representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (e) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises and subcontractors and suppliers of materials on such public works project.

(B) Further agreements re compliance with Nondiscrimination, in accordance with Connecticut General Statutes Section 4a-60a.

(1) The contractor agrees and warrants that in the performance of the contract, such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the General Statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the General Statutes.

21. The following documents comprise the Agreement:

- (1) 00010-1 Invitation to Bid
- (2) 00100 Instructions to Bidders.
- (3) 00300 Bid Form & Bid Cost Worksheet
- (4) 00320 Non-Collusion Affidavit
- (5) 00600 Scope of Services
- (6) 014000 Quality Requirements & Statement of Special Inspections
- (7) ACES – Vendor Construction Services Agreement & Exhibit A ACES Vendor Construction Services Insurance Requirements
- (8) All addenda issued by ACES prior to the receipt of bids.
- (9) All provisions required by law to be inserted in this Contract whether actually inserted or not.
- (10) Silver Petrucelli Project Manual including specifications & drawings dated August 17, 2017 with issued for Bid date of September 29, 2017.

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

ACES

Vendor

By: _____
(Signature)

By: _____
(Signature)

Print Name _____

Print Name _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

SALE

Exhibit A

ACES Vendor Construction Services Insurance Requirements

All Vendors are required to provide proof of the required insurance coverage before entering the premises or commencing any work at any ACES facility. Vendor must obtain, at their own expense, all the insurance required here from an insurance company A.M. Best rated as "A-VII" or better, and acceptable evidence of such insurance must be properly furnished to, and approved by, ACES.

ACES also requires that they be named as an additional insured on the commercial general liability policy(ies). In addition the Architect and Construction Manager must be named as additional insured. The commercial general liability policy must be specifically endorsed with ISO Endorsement CG 20 10 (or equivalent) *or* ISO Endorsement CG 20 26 (or equivalent), *and* ISO Endorsement CG 20 37 (or equivalent)." These form numbers must be specifically referenced on the certificate of insurance, and copies of these endorsements naming ACES as additional insured must be furnished with the required certificate of insurance prior to commencement of the work. If the insurance company uses a different form to provide ACES with an additional insured status on your policies, copies must be provided in advance with the insurance certificate for review and approval by ACES.

The amounts of insurance available to ACES as additional insured must be equal to the full policy limits carried by the Vendor, including primary and excess (umbrella) liability policies or the amounts specified below, whichever is greater. Coverage provided under excess or umbrella policies must be at least as broad as that found in required underlying policies. All coverage must be primary and noncontributory as to ACES.

The proper name for the entity to be named as additional insured is: **"Area Cooperative Educational Services, and/or related or affiliated entities."**

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance", plus copies of any required additional insured endorsements. Certificates should be sent to:

Tim Gunn, Director of Facilities & Construction,
Area Cooperative Educational Services,
350 State Street,
North Haven, CT 06473-3108

Current insurance certificates must be furnished to ACES at all times. Replacement certificates must be furnished ten (10) days *prior to the expiration or replacement of* referenced policies.

ACES reserves the right to make commercially reasonable changes in these requirements during the term of any work or project.

Types and Minimum Coverage Amounts	
Commercial General Liability (“CGL”)	<p>\$1,000,000 per occurrence/bodily injury & property damage \$2,000,000 aggregate limit \$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.
Conditions	<p>All coverage provided to ACES under this section must be primary and non-contributory with any other insurance available to ACES. ACES must be specifically named as “additional insured” on the CGL policy with ISO form CG 20 10 or CG 20 26 or equivalent acceptable to ACES. ACES must <i>also</i> be named as “additional insured” for Products/Completed Operations on the CGL policy with form CG 20 37 or equivalent acceptable to ACES.</p> <ul style="list-style-type: none"> • CGL must be primary and non-contributory to any insurance or self-insured retentions carried by ACES. • Any Aggregate limit must apply per job or project. • Products/completed operations must be carried for 2 years after completion of job/acceptance by ACES.
Professional Liability	<p>Each Claim \$3,000,000 Aggregate Limit \$3,000,000 Professional liability must be carried for 2 years after completion of the work as approved by ACES.</p>
Automobile Liability	<p>\$1,000,000 combined single limit for each accident for bodily injury/property damage, including hired owned & non-owned vehicles. \$1,000,000 uninsured & underinsured motorists</p>
Umbrella Liability	<p>\$3,000,000 each occurrence \$3,000,000 aggregate limit Limits must be excess over underlying limits (except for the professional liability) described above. All coverage provided to ACES under this section must be as broad as and not more restrictive than the underlying policies.</p>
Workers' Compensation	<p>Statutory workers compensation and employers liability coverage as required by the State of Connecticut with the following minimum limits: \$500,000 each accident for bodily injury by accident \$500,000 each employee for bodily injury by disease \$500,000 policy limit for bodily injury by disease</p>

00300 BID FORM

Date _____

AREA COOPERATIVE EDUCATIONAL SERVICES
Director of Facilities & Construction
350 State Street
North Haven, CT 06473

Gentlemen:

Pursuant to and in compliance with your Invitation to Bid relating thereto, the Undersigned,

(Company Name)

(Company Address)

having carefully examined the Project Manual together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by the Area Cooperative Educational Services, hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to properly execute all work in connection with the **Material Testing and Inspection Services** as described in Section 00600 Scope of Services, to the satisfaction of the Special Inspector, Structural Engineer of Record, Architect and Owner for the lump sum per Bid Package as follows:

BID PACKAGE NUMBER	DESCRIPTION	LUMP SUM PRICE (WRITTEN AND NUMBERS) (From Bid Cost Worksheets)
2440040	Material Testing & Inspection Services ACES at Leeder Hill SDE No.244-0040	 <hr/> <hr/> <hr/>

UNIT PRICES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased, as directed by the Owner, the following supplemental Unit Prices will be the basic price in place for computing extra cost. All Unit Prices shall include all cost of work to the representative consultant, including all charges for materials, labor, plant, equipment, overhead, profit, additional insurance, taxes and all charges of whatever kind.

The stated costs are to be for "Additions" or "Deletions" of work to the Agreement.

DESCRIPTION OF UNIT PRICES

Refer to the Bid Proposal Cost Worksheet for the quoted Unit Prices. The worksheet is based on an estimated number of tests to be performed and does not represent the actual scope or number of tests to be performed. The award is based on the Unit Prices and the lowest Total Bid Price.

Unit Prices deemed to be unbalanced may be cause for disqualification of Bid.

UNIT LABOR RATES

STANDARD HOURLY RATES
(INCLUDES PROFIT & OVERHEAD)

Position	Standard Hourly Rate	Overtime Hourly Rate

CHANGE ORDERS – NOT USED

MANDATORY ALTERNATES – NOT USED

ADDENDA

Acknowledgment is hereby made of the following addenda supplements to the Bid Documents:

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to the applicable section of the General Laws of the State of Connecticut as most recently amended.

ITL QUALIFICATIONS

1. The undersigned company has been in business under it's present name for ____ years.
2. The undersigned company has had ____ years experience in consultant work similar to that described in the bid documents for this project.

3. List below the projects the undersigned company currently has under contract as of this date:

Contract Sum	Class of Work	% Complete	Name & Address of Owner
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4. List below a minimum of three (3) projects the undersigned company has performed in the past five (5) years which are representative of this project and would qualify you for this work:

Contract Sum	Class of Work	% Complete	Name & Address of Owner
---------------------	----------------------	-------------------	------------------------------------

5. If applicable complete the follow; if not applicable state N/A:

- a. Has the undersigned company ever failed to complete awarded work. (If the answer is yes, please provide location, date and reason below)
- b. Has any officer or partner of the undersigned company, while performing in the capacity of an officer, partner or individual owner of another organization, ever failed to complete a construction contract? (If yes, please state below the following information: name of individual(s), name(s) of organization and reason(s))

6. List the number of all litigation or arbitration proceedings, including out-of-court settlements initiated by or against you within the past three (3) years, including all pending cases.

7. Has the Consultant or an officer, director, shareholder, partner, employee or other individual associated with the Consultant:

- a. been convicted or entered a plea of guilty or nolo contendere for or admitted to the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the

performance of such contract or subcontract? If so, identify such conviction, plea or admission here and provide details on a separate sheet.

- b. been convicted or entered a plea of guilty or nolo contendere or admitted to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity of business honesty which affects responsibility as a municipal Consultant? If so, identify such conviction, plea, or admission here and provide details on a separate sheet.
- c. been convicted or entered a plea of guilty or nolo contendere or admitted to a violation of any state or federal antitrust, collusion or conspiracy law arising out the submission of bids or proposals on a public or private contract or subcontract? If so, identify such conviction, plea or submission here and provide details on a separate sheet.
- d. committed a willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions? If so, identify such willful failure here and provide details on a separate sheet.
- e. have a history of failure to perform or of unsatisfactory performance of one or more public Consultants, agreements or transactions? If so, identify such contracts here and provide details on a separate sheet.
- f. committed a willful violation of a statutory or regulatory provision or requirement applicable to a public contract agreement or transaction? If so, identify such violation here and provide details on a separate sheet.

For purposes of Questions 1(a)-(f) above, the fraudulent, criminal or other seriously improper conduct of one Consultant participating in a joint venture or similar arrangement may be imputed to other participating Consultants if the conduct occurs for or on behalf of the joint venture or similar arrangement and these Consultants knew of or had reason to know of such conduct.

8. Has the Consultant, or an officer, director, shareholder, or partner ever filed for protection from creditors under any chapter of the United States Bankruptcy Code? If so, identify such company or individual here and provide details on a separate sheet.

9. State how much of your business is for private versus public owners.

Public: _____%

Private: _____%

10. Provide the names of the personnel who will be use on the Project(s). On a separate sheet briefly summarize their qualifications and experience.

11. State the name of your surety and A.M. Best & Company rating of your surety.

Surety: N/A

Rating: N/A

12. State the bonding capacity and the bond premium rate for your firm.

Bonding Capacity: N/A

Bond Premium Rate: N/A

13. State the name of your insurance carrier and the A.M. Best & Company rating of your insurance carrier.

Insurance Carrier: _____

Rating: _____

14. State the interstate or intrastate workers' compensation experience modification rate for your firm. N/A

Workers' Compensation Experience Modification Rate: N/A

15. Summarize the accident and fatality experience of your firm for the last three (3) years by reference to the OSHA No. 200 log. N/A

16. Has the Consultant or any persons associated with the firm been cited for three (3) or more willful or serious violations of any occupational safety and health act in the previous three (3) year period? Has the Consultant or any persons associated with the firm received a criminal conviction related to the injury or death of an employee in the previous three (3) year period? If so, explain the citations or convictions on a separate sheet. N/A

17. Within the prior three (3) year period, has the Consultant ever been cited by the Connecticut Department of Labor for disregarding its obligations under Connecticut General Statute sections 31-53 (prevailing wages) or 31-57c (length of workweek)? Has the Consultant been barred from bidding on any state or federal government contracts within the previous three (3) years? If so, please describe on a separate sheet.

18. Is your firm qualified to conduct business in the State of Connecticut? If so, please provide your Connecticut Tax Identification number. _____

19. Has your company or a subcontractor to and through you within the past 5 years been the subject of a claim filed formally or informally by an Owner, Program Manager,

Construction Manager or General Contractor for failure to meet a deadline, a milestone, a schedule or the completion of a project? Circle the appropriate response. Yes No

If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed.

21. Has your company or a subcontractor to and through you within the past 5 years paid liquidated damages or a penalty for failing to meet a deadline, a milestone, a schedule or the completion of a project. Circle the appropriate response. Yes No

If yes, state the project, location, Owner, subcontractor (if applicable) and to whom the claim was paid and the dollar amount.

22. Has your company or a subcontractor to and through you ever filed in the last 5 years a formal or informal claim to an Owner, Program Manager, Construction Manager, or General Contractor for acceleration, delay, and/or other types of recovery costs. Circle the appropriate response. Yes No

If yes, state the project, location, to whom the claim was filed and the dollar amount.

OTHER REQUIREMENTS

It is understood that the Owner reserves the right to accept or reject any and all bids that the Owner deems to be in his best interest.

Upon notification of acceptance of this bid, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

Prices quoted shall be guaranteed for ninety (90) days after date of bid. If written notice of award is received within ninety (90) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the Owner within five (5) business days after receipt of said contract, the executed Contract, together with the Insurance Certificates as required herein.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

By submission of this bid, the undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the bid a sum to cover the costs of all items in the contracts.

By submission of this bid, the undersigned acknowledges that they have read the job narrative and schedule requirements and agrees to provide sufficient staff and organization and to select subcontractors and suppliers to comply with the requirements for submittals, delivery dates, work periods and completion dates as specified.

ENCLOSURES:

Included with this Bid are:
00320 – Non- Collusion Affidavit
00300 – Bid Proposal Cost Worksheet

Respectfully submitted,

By: _____

Title: _____

Business Name: _____

Address: _____

Telephone Number/Fax Number: _____

E-Mail Address: _____

Attest: _____

SEAL IF REQUIRED

AREA COOPERATIVE EDUCATIONAL SERVICES
ACES AT LEEDER HILL SDE #244-0040
MATERIAL TESTING & INSPECTION SERVICES
00300 BID PROPOSAL COST WORKSHEET

Description of Services		Unit Prices		Test/Sample Each	Estimated Quantity	Cost Extension
		Field Technician Rates (per Function)				
(All unit prices shall include all travel time, mileage, overhead, expenses, profit, additional insurance, taxes, and all charges of whatever kind.)		1/2 Day Interval	1 Day Interval			
		1. Soils / Foundations:				
a. Fill Inspection, field density by Nuclear, Rubber Balloon or Sandcone Unlimited number of Tests	\$				30	\$
			\$		15	\$
b. Lab Tests: Gradation (sieve) analysis per sample				\$	15	\$
Proctor (maximum) density test sample				\$	15	\$
Wet (sieve) - Additional per sample				\$	10	\$
c. Is RUSH Service on Lab Tests available: []Yes [] No						
d. Sample pick-up charges				\$	5	\$
2. Cast-in-Place Concrete:						
a. Field Placement inspection includes slump, air, temp, truck timing (unlimited # of cylinder fabrication w/pickup)	\$				10	\$
			\$		15	\$
b. Rebar and Anchor Bolt Inspection	\$				10	\$
			\$		10	\$
c. Lab Tests: Curing and compression test on cylinders (concrete or grout) fabricated by Field Tech (includes sample pick-up)				\$	30	\$
d. Concrete mix design review				\$	2	\$
e. OSHA Steel Erection Strength Certification (statement that foundation has achieved 75% design strength)				\$	3	\$
f. On site inspection of non-shrink grout or epoxy grout procedures, including fabrication of grout cylinders	\$				60	\$
			\$		80	\$
3. Combination Inspection:						
a. Concrete, Rebar, Masonry, Soils, Asphalt, Adhesive Anchoring	\$				70	\$
			\$		15	\$
4. Masonry:						

AREA COOPERATIVE EDUCATIONAL SERVICES
ACES AT LEEDER HILL SDE #244-0040
MATERIAL TESTING & INSPECTION SERVICES
00300 BID PROPOSAL COST WORKSHEET

Description of Services	Unit Prices			Estimated Quantity	Cost Extension
	Field Technician Rates (per Function)		Test/Sample Each		
	1/2 Day Interval	1 Day Interval			
(All unit prices shall include all travel time, mileage, overhead, expenses, profit, additional insurance, taxes, and all charges of whatever kind.)					
a. On site inspection of masonry procedures, including fabrication of masonry/grout prisms or mortar cubes or grout cubes	\$			30	\$
		\$		50	\$
b. Lab Tests: Compression Tests of (including sample pick-up): Masonry/grout prisms			\$	30	\$
Mortar or grout cubes			\$	30	\$
5. Asphalt:					
a. Inspection of in-place asphalt for compaction, thickness and temp	\$			4	\$
		\$		4	\$
b. Lab Tests: Asphalt content & aggregate gradation			\$	2	\$
6. Spray-Applied Fire Resistant Material/Intumescent Mastic Coating:					
a. Fireproofing Inspection (including thickness check)	\$			5	\$
		\$		3	\$
b. Lab Tests: Adhesion/Cohesion and Density per unit			\$	25	\$
7. Structural Steel / Cold Form Steel Framing:					
a. Qualified inspector for field welded and bolted connections or in-state shop inspection/test	\$			70	\$
		\$		30	\$
b. Special Tests (including misc. test materials): Ultrasonic, liquid penetrant, mag particle, radiography or Skidmore Wilhelm	\$			20	\$
		\$		25	\$
8. Adhesive Anchoring System					
a. On site inspection of installation procedures	\$			5	\$
		\$		5	\$
9. Jobsite Meetings	\$			3	\$
		\$		3	\$
10. Contingency					\$10,000.00
ACES at LEEDER HILL - TOTAL BID PRICE					\$

NON COLLUSION AFFIDAVIT OF BIDDER

ACES AT LEEDER HILL, SDE 244-0040

Section 00320 Page 1 of 1

State of _____)
County of _____) SS.

_____ being first duly sworn, deposes and say that:

- (1) He is _____, of herein referred to as the "Bidder" that has submitted the attached Proposal;
- (2) He is fully informed respecting the preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Area Cooperative Educational Services (ACES), or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the Area Cooperative Educational Services (ACES) is directly or indirectly interested in this Proposal, or in the equipment, supplies, materials, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Title: _____

Subscribed and sworn before me this

_____ day of _____ 20 _____

(Notary Public)

My Commission expires _____