

REQUEST FOR PROPOSAL

For

Independent Testing Services

North Stonington - New Center for Emergency Services

Issue Date: June 19, 2017

Written Proposals Due: June 29, 2017

Town of North Stonington
Selectman's Office
40 Main Street
North Stonington, CT 06359



QUESTIONS: Contact Michael Faenza, CREC Project Manager, in writing by email at mfaenza@crec.org
No questions will be accepted after June 23, 2017



TABLE OF CONTENTS

- I. Instructions to Bidders
- II. Testing Services Overview
- III. Project Description
- IV. Qualifications and Selection Criteria
- V. Proposal Submittal
- VI. Scope of Services
- VII. Exhibits:
 - Exhibit A; Insurance Requirements
 - Exhibit B: Acceptance of Contract
 - Exhibit C: Contract: AIA B102 – 2007
 - Exhibit D: Statement of Special Inspections
 - Exhibit E: Project Schedule

I. INSTRUCTIONS TO BIDDERS

Pursuant to the terms and conditions of this Request for Proposals ("RFP"), the Town of North Stonington ("Town") on behalf of the North Stonington Emergency Services Building Committee is seeking to engage an independent testing firm to perform certain testing services for the North Stonington – New Center for Emergency Services Project (the "Project"). The Capitol Region Education Council (CREC), is administering this RFP on behalf of the Town.

Proposals should be addressed and delivered to:

Attention: Shawn Murphy, First Selectman
New Center for Emergency Services – Independent Testing
Old Town Hall
40 Main Street
North Stonington, CT 06359

All Proposals shall be delivered by (the "Submission Date"): 1:00 p.m. on June 29, 2017. The Special Testing Bid Form included at the end of Section VI of this RFP must be completed and submitted in full for the proposal to be considered complete. In the event of a conflict between the numeral and written version of the fee, the written portion will prevail.

Electronic copies of drawings and specifications can be obtained from the Town of North Stonington's Website at www.northstoningtonct.gov under the RFQ / RFP / Bids section

Services shall be performed pursuant to the Standard Form of Agreement, AIA B102 – 2007, as amended by the Town, a copy of which is attached hereto as Exhibit C and made a part hereof (the "Contract"). By submitting a Proposal a Bidder is deemed to have agreed to all terms and conditions of the Contract. Please sign Exhibit B, "Acceptance of Contract" to indicate this agreement. Work will only commence on an awarded Contract after a written notice to proceed is issued by the Town directing the commencement of such work.

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

II. INDEPENDENT TESTING SERVICES OVERVIEW

The objective of the independent testing services as described herein is to provide documentation of conditions as required by the statement of special inspections issued by the project's structural engineer identifying all the building components that will need testing/inspection, a copy of which statement of special inspections is attached hereto as Exhibit D and made a part hereof (the "Statement of Special Inspections"). The "Special Testing Bid Form", as shown in Section VI. Scope of Services of this RFP, lists the specific tests and estimated quantities necessary to fulfill the requirements of the Statement of Special Inspection.

III. PROJECT DESCRIPTION

This RFP includes independent testing services for the New Center for Emergency Services, Rocky Hollow Road, North Stonington, CT. The center for Emergency Services will be an entirely new pre-engineered structure being built on a prepared site. The site was blasted and prepared as part of an earlier phase of the project.

The total project budget is estimated at \$4.3 million dollars. The plans and specifications may be downloaded from the Town of North Stonington's Web-site at www.northstoningtonct.gov under the RFQ / RFP / Bids section. The project Structural Engineering firm is e2 Engineers 488 Montauk Avenue, New London, CT 06320. Scott Erricson is the Structural Team leader.

IV. QUALIFICATIONS AND SELECTION CRITERIA

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

Bidder Information – Please provide the following information:

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

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

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

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

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

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

- Name of Organization
- Scope (new construction, additions, renovations), and amount (dollar value) of construction

- Date services provided (start and finish)

Selection will be made after an evaluation of the apparent low bidder's proposal based upon the proven ability of the respondent to meet the requirements of the RFP, and the fee proposal.

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

The Town of North Stonington reserves the right to accept and/or reject any or all proposals submitted for consideration to serve the best interests of the Town.

V. PROPOSAL SUBMITTAL

The written proposal is due on June 29, 2017 at 1:00 p.m. Bidders are required to submit three (3) hard copies of their qualifications portion of their Proposal, and a three (3) hard copies of the fee proposal in the form of a completed Special Testing Bid Form to the address above in Section 1. Proposals are to be clearly identified with the title; New Center for Emergency Services – Independent Testing, Attention: Shawn Murphy, First Selectman.

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

VI. SCOPE OF SERVICES

Testing services shall be performed as directed by the Town pursuant to the Statement of Special Inspection. The fee portion of a Bidder's Proposal shall consist of a Bidder's completed Special Testing Bid Form (the "Bid Form"), which form is set forth below, with a rate schedule for all inspections and testing that would be performed on the Project, as well as travel cost, and total pricing for the estimated quantities given. Reference the attached Schedule of Special Inspection Services for testing and other inspection services to be included. Hourly (overtime), Half day, and Full Day rates, as well as lab testing, travel costs & administration costs should be reflected in the fee portion of a Proposal. This is **NOT** a lump sum proposal. However the basis of award will be based on the defined quantity of inspections on the Special Testing Bid Form, multiplied by each Bidder's unit price. This RFP does not represent a guarantee of a certain volume of work. Testing timing and frequency is to be coordinated by the General Contractor for the project (the "General Contractor"). All personnel working for the Bidder awarded the Contract must sign in and out with the General Contractor when on the project site.

Unit prices will be given for both laboratory testing and testing time (labor). Testing time (full day, half day, overtime per hour, etc.) is to be separated by required qualifications as listed in the Statement of Special Inspections. Hourly rates are to be comprehensive of overtime. Labor rates are to include required equipment rental, maintenance, etc. expenses as required to perform the testing as stipulated in the Statement of Special Inspections. A maximum of 30 minutes each way of travel time may be included in billable time, regardless of actual incurred travel time.

The Bidder awarded a Contract will be expected to group tests together in a single visit to the extent practicable given the schedule and the personnel requirements listed in the Statement of Special Inspections. Inspections may be subcontracted out to other firms or individuals who meet the required qualifications; however, there can be no alteration to the unit pricing contained in the Bid Form. While laboratory analysis may be performed at any qualified

facility, and does not need to be performed in-house, no sample drop-off or pick-up time or shipping charges may be billed.

Complete and submit the following Special Testing Bid Form as your fee portion of your Proposal per the instruction in section V. Proposal Submittal.

SPECIAL TESTING BID FORM

Item and Unit	Quantity	Unit Price	Extended Price
LABOR RATES			
PE/GE – Full Day	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
PE/GE – Half Day	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
PE/GE - Hourly	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
EIT – Full Day	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
EIT – Half Day	8	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
EIT - Hourly	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
ACI-CFTT – Full Day	14	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
ACI-CFTT – Half Day	20	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
ACI-CFTT – Hourly	15	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents

ACI – CCI – Full Day	5	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
ACI – CCI – Half Day	8	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
ACI – CCI – Hourly	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
ACI – STT – Full Day	14	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
ACI – STT – Half Day	20	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
ACI – STT - Hourly	15	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
AWS-CWI – Full Day	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
AWS-CWI – Half Day	8	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
AWS-CWI – Hourly	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
AWS/AISC-SSI – Full Day	10	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents

AWS/AISC-SSI – Half Day	8	\$ _____ _____Cents	\$ _____ _____Cents
AWS/AISC-SSI – Hourly	10	\$ _____ _____Cents	\$ _____ _____Cents
ICC-SMSI – Full Day	10	\$ _____ _____Cents	\$ _____ _____Cents
ICC-SMSI – Half Day	5	\$ _____ _____Cents	\$ _____ _____Cents
ICC-SMSI – Hourly	8	\$ _____ _____Cents	\$ _____ _____Cents
ICC – RCSI – Full Day	5	\$ _____ _____Cents	\$ _____ _____Cents
ICC – RCSI – Half Day	8	\$ _____ _____Cents	\$ _____ _____Cents
ICC – RCSI – Hourly	10	\$ _____ _____Cents	\$ _____ _____Cents
LABORATORY TESTING			
Soil Testing: <ul style="list-style-type: none"> Sieve Test (ASTM D422 & D1140) Modified Proctor Test (ASTM D1557)	15	\$ _____ _____Cents	\$ _____ _____Cents

Concrete Testing: <ul style="list-style-type: none"> Compressive strength (ASTM C31 & C39) Slump (ASTM C143) Air-content (ASTM C231 or C173) Temperature (ASTM C1064)	20	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
Mortar compressive strength (ASTM C780)	8	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
Grout cube compressive strength (ASTM C780)	8	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
<ul style="list-style-type: none"> Masonry prism compressive strength (ASTM C1314) 	8	\$ _____ _____ and _____ Cents	\$ _____ _____ and _____ Cents
<ul style="list-style-type: none"> Total Fee (all labor and laboratory estimated quantities) 	\$ _____ _____ and _____ Cents		

End of Section

Exhibit A: Insurance Requirements

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

Indemnity Clause

The successful Bidder shall be required to indemnify the Town of North Stonington under the applicable Contract in accordance with Section 7.8 of the Contract as follows:

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

Certificates of Insurance

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

The contractor, vendor or organization agrees to forward an original of this Insurance Requirement signed by an authorized agent, to: Shawn Murphy, First Selectman, Town of North Stonington, 40 Main Street, North Stonington, CT 06359, as acknowledgement and acceptance of the terms and conditions stated herein and prior to the commencement of any work being performed.

Contractor authorized signature _____

Date _____

	Independent Contractor (Major projects or engagements)
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate bodily injury/property damage \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed operations aggregate The CGL policy must include coverage for: <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	The Town of North Stonington must be named as “additional insured” on contractor’s CGL policy with form CG 20 10 or CG 20 33, and CG 20 37. The Aggregate limit must apply per job. Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.
Automobile Liability	\$1,000,000 each accident \$2,000,000 aggregate for bodily injury/property damage, including hired owned & non-owned ve
Workers' Compensation	Liability meeting statutory limits mandated by the state and Federal laws with minimum limits of : \$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease \$1,000,000 policy limit for bodily injury by disease
Employers Liability	\$1,000,000 each accident
Professional Liability	\$1,000,000
Umbrella Liability	\$5,000,000

Instructions to contractor, vendor or organization

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

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

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

Shawn Murphy, First Selectman
Town of North Stonington
Old Town Hall
40 Main Street
North Stonington, CT 06359

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

Exhibit B: Acceptance of Contract

As a condition of satisfying the minimum qualifications of the document entitled "Request for Proposal" for Independent Testing Services for the Town of North Stonington,

_____ hereby accepts the terms and conditions of the Contract included and attached to this document as Exhibit C, without exception.

Signature

Date

Exhibit C: AIA B102 – 2007



Document B102™ – 2007

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

AGREEMENT made as of the day of in the year Two Thousand and Seventeen

BETWEEN the Owner:

Town of North Stonington
40 Main Street
North Stonington, Connecticut 06359

and the Consultant:

(Name, legal status, address and other information)

for the following Project:

North Stonington Emergency Services Building Project

North Stonington, Connecticut 06359
Independent Testing Services

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

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

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

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User Notes:

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TABLE OF ARTICLES

1	CONSULTANT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

§ 1.1

(Paragraphs deleted)

Consultant shall provide certain independent testing services as required by the statement of special inspections issued by the Project structural engineer, which services are more particular described that certain document issued by the Owner entitled "REQUEST FOR PROPOSAL for Independent Testing Services North Stonington Emergency Services Building Project", a copy of which document is attached hereto as Exhibit A and made a part hereof (the "RFP"). The Owner acknowledges and agrees that the Consultant's performance of such professional and technical services are not being provided as architect professional design services.

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

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

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

§ 1.5 The Consultant shall maintain the following insurance for the duration of this Agreement:

.1 General Liability

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

.2 Automobile Liability

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

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.3 Workers' Compensation

Statutory Workers' Compensation Insurance, including Employer's Liability with limits of One Hundred Thousand (\$100,000.00) Dollars Each Accident, Five Hundred Thousand (\$500,000.00) Dollars Disease, Policy Limit One Hundred Thousand (\$100,000.00) Dollars Disease, Each Employee.

.4 Professional Liability

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

.5 Umbrella Policy

A per occurrence limit of Five Million (\$5,000,000) Dollars.

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

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

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

(Paragraphs deleted)

ARTICLE 3 COPYRIGHTS AND LICENSES

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

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

§ 3.3 Upon execution of this Agreement the Consultant grants to the Owner a nonexclusive irrevocable license to use the Consultant's Instruments of Service solely and exclusively for the Project. If applicable, the Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project.

(Paragraph deleted)

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

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ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

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

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

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

§ 4.2 MEDIATION

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

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

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

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be

(Paragraphs deleted)

litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If, through no fault of the Consultant, the Owner does not pay the Consultant the amount properly due within thirty (30) days after the date established above for payment in Section 6.4.2, then the Consultant may, upon seven (7) additional days' written notice to the Owner, stop the services until payment of the amount owing has been received. Notwithstanding the foregoing, the Consultant is obligated to continue and complete all its services and obligations under the Agreement when Claims are pending or the parties are in the process of dispute resolution. In the event of a suspension of services due to Owner lack of payment, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any actual and direct costs incurred by reason of the interruption and resumption of the Consultant's services.

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

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

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

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

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

§ 5.7 Termination Expenses are in addition to compensation for the Consultant's services and include any actual and direct costs incurred by reason of termination for which the Consultant is not otherwise compensated; provided, however, Consultant shall not be entitled to anticipated profit on the value of the services not performed by the Consultant.

(Paragraph deleted)

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Consultant for services described in Section 1.1 as

(Paragraphs deleted)

follows:

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1

(Paragraphs deleted)

There shall be no additional compensation for reimbursable expenses.

(Paragraph deleted)

§ 6.3

(Paragraphs deleted)

Section Omitted.

§ 6.4 PAYMENTS TO THE CONSULTANT

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

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

(Paragraphs deleted)

Provided that Consultant's invoice is received by the Owner not later than the twenty-fifth (25th) day of a month, the Owner shall make payment of the amount to the Consultant not later than the date thirty (30) days after receipt of such invoice. If an invoice for payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner receives an invoice. Amounts unpaid shall bear no interest.

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

(Paragraph deleted)

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

Init.

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

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

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

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

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

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

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

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Consultant, as amended;
- and

.2

(Paragraphs deleted)

Init.

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User Notes:

(729310259)

Other documents:

Exhibit A – RFP

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

OWNER

CONSULTANT

TOWN OF NORTH STONINGTON

(Row deleted)

–See attached digital signatures page–

–See attached digital signatures page–

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Init.

Digital Signatures Page

Init.

/

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PAGE 1

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

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

Town of North Stonington
40 Main Street
North Stonington, Connecticut 06359

...

and the ~~Architect~~ Consultant:

...

...

~~(Name, location and detailed description)~~

North Stonington Emergency Services Building Project

North Stonington, Connecticut 06359
Independent Testing Services

...

The Owner and ~~Architect~~ Consultant agree as follows.

PAGE 2

1 ARCHITECT'S CONSULTANT'S RESPONSIBILITIES

...

~~ARTICLE 1~~ ARCHITECT'S RESPONSIBILITIES

~~ARTICLE 1~~ CONSULTANT'S RESPONSIBILITIES

~~§ 1.1 The Architect shall provide the following professional services:~~

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(729310259)

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

Consultant shall provide certain independent testing services as required by the statement of special inspections issued by the Project structural engineer, which services are more particular described that certain document issued by the Owner entitled "REQUEST FOR PROPOSAL for Independent Testing Services North Stonington Emergency Services Building Project", a copy of which document is attached hereto as Exhibit A and made a part hereof (the "RFP"). The Owner acknowledges and agrees that the Consultant's performance of such professional and technical services are not being provided as architect professional design services.

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

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

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

§ 1.5 The Architect-Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. Agreement:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

...

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

...

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

PAGE 3

Statutory Workers' Compensation Insurance, including Employer's Liability with limits of One Hundred Thousand (\$100,000.00) Dollars Each Accident, Five Hundred Thousand (\$500,000.00) Dollars Disease, Policy Limit One Hundred Thousand (\$100,000.00) Dollars Disease, Each Employee.

...

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

.5 Umbrella Policy

A per occurrence limit of Five Million (\$5,000,000) Dollars.

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

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

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

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

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

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

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

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

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

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

~~Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.~~

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

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

PAGE 4

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

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

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

...

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

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

...

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

☐ Arbitration pursuant to Section 4.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

litigation in a court of competent jurisdiction.

§ 4.3 ARBITRATION

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

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

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

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

§ 4.3.4 CONSOLIDATION OR JOINDER

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

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

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

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. If, through no fault of the Consultant, the

Owner does not pay the Consultant the amount properly due within thirty (30) days after the date established above for payment in Section 6.4.2, then the Consultant may, upon seven (7) additional days' written notice to the Owner, stop the services until payment of the amount owing has been received. Notwithstanding the foregoing, the Consultant is obligated to continue and complete all its services and obligations under the Agreement when Claims are pending or the parties are in the process of dispute resolution. In the event of a suspension of services, the Architect services due to Owner lack of payment, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect Consultant shall be paid all sums due prior to suspension and any expenses incurred in actual and direct costs incurred by reason of the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Consultant's services.

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

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

PAGE 5

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

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

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's Consultant's services and include any actual and direct costs incurred by reason of termination for which the Consultant is not otherwise compensated; provided, however, Consultant shall not be entitled to anticipated profit on the value of the services not performed by the Architect Consultant.

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

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

follows:

...

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

- .1 Transportation and authorized out of town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project-related expenditures. There shall be no additional compensation for reimbursable expenses.~~

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

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

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

~~Section Omitted.~~

~~§ 6.4 PAYMENTS TO THE ARCHITECT~~ PAYMENTS TO THE CONSULTANT

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

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

~~— % — Provided that Consultant's invoice is received by the Owner not later than the twenty- fifth (25th) day of a month, the Owner shall make payment of the amount to the Consultant not later than the date thirty (30) days after receipt of such invoice. If an invoice for payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner receives an invoice. Amounts unpaid shall bear no interest.~~

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

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

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

PAGE 6

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

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

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

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

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

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

...

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

...

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

...

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect and Consultant, as amended; and
- .2 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following:

~~.3~~ Other documents:

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

Exhibit A – RFP

PAGE 7

OWNER

CONSULTANT

TOWN OF NORTH STONINGTON

OWNER

ARCHITECT

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Victor Morganthaler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:34:09 on 06/19/2017 under Order No. 2535629811_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit D: Statement of Special Inspection

Statement of Special Inspections

Project: *New Center for Emergency Services*
Location: *25 Rocky Hollow Road*
North Stonington, CT 06358
Owner: *Town of North Stonington*
Mr. Shawn P. Murphy
40 Main Street
North Stonington, CT 06359

Architect of Record: *Silver Petrucelli & Associates*
Structural Engineer of Record (SER:): *e2 engineers*

Building Code: *Connecticut State Building Code*
(IBC 2003 w/ 2005 and 2009 Supplements.)

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

☒ Structural ☐ Mechanical/Electrical/Plumbing
☐ Architectural ☐ Other: _____

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

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

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

Interim Report Frequency:

or ☐ per attached schedule.

Prepared by:

R. Scott Erricson, P.E.

(type or print name)



Signature

02-27-17

Date



Owner's Authorization:

Building Official's Acceptance:

Signature

Date

Signature

Date

Schedule of Inspection and Testing Agencies

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Soils and Foundations | <input checked="" type="checkbox"/> Cold-Form Metal Framing |
| <input checked="" type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Wood Construction |
| <input type="checkbox"/> Precast Concrete | <input type="checkbox"/> Wind Resistance |
| <input checked="" type="checkbox"/> Masonry | <input type="checkbox"/> Seismic Resistance |
| <input checked="" type="checkbox"/> Structural Steel | <input type="checkbox"/> Architectural Systems |

The following are excluded from this Statement of Special Inspections since they are designed by other registered design professionals (RDP's) not under the aegis of the SER and the SER was not retained to provide performance specifications for their design. These other RDP's must be assigned by the Owner, Architect of Record, or Construction Contractor, as applicable, to be special RDP's for their respective designs and to provide a Schedule of Special Inspections for their respective designs:

- | | |
|---|---|
| <input type="checkbox"/> Curtainwalls (Wall Panels and/or Veneer) | <input checked="" type="checkbox"/> Spray Fire Resistant Material |
| <input type="checkbox"/> Pre-Engineered Metal Bldg. Components | <input type="checkbox"/> Architectural Systems |
| <input type="checkbox"/> Smoke Control Systems | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input checked="" type="checkbox"/> Precast and/or Tilt-Up Concrete | <input type="checkbox"/> Mechanical & Electrical Systems |
| <input checked="" type="checkbox"/> Misc. Metal Stairs, Railings | |

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. Special Inspection Coordinator	<i>e2 engineers</i>	<i>488 Montauk Avenue New London, CT 06320 P: 860-437-3259 x1 E: scott.erricson@e2engineers.com</i>
2. Geotechnical Engineer	<i>Professional Services Industries, Inc. (PSI)</i>	<i>480 Neponset Avenue Suite 9C Canton, MA 02021 P: 781-821-2355</i>
3. Field Inspector	<i>To Be Hired By Owner</i>	
4. Testing Agency	<i>To Be Hired By Owner</i>	

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

Quality Assurance Plan

Quality Assurance for Seismic Resistance

Seismic Design Category C

Quality Assurance Plan Required (Y/N) Y

Description of seismic force resisting system and designated seismic systems:

- *Moment Frames*
- *Shearwalls*

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust) 115 MPH

Wind Exposure Category Exp. B

Quality Assurance Plan Required (Y/N) Y

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

- *Moment Frames*
- *Shearwalls*

Statement of Responsibility

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

This is required.-

Qualifications of Inspectors and Testing Technicians

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

Key for Minimum Qualifications of Inspection Agents:

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

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

American Concrete Institute (ACI) Certification

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

American Welding Society (AWS) Certification

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

American Society of Non-Destructive Testing (ASNT) Certification

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

International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Pre-stressed 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	Inspection Frequency
1. Shallow Foundations	(2) PE/GE	Perform site observation during excavation to inspect sub-grade below crushed stone fill. Observe crushed stone placement and compaction.	C
2. Controlled Structural Fill	(2, 4) PE/GE	Perform sieve tests (ASTM D422 & D1140) and modified Proctor tests (ASTM D1557) of each source of fill material. Inspect placement, lift thickness and compaction of controlled fill. Test density of each lift of fill by nuclear methods (ASTM D2922) Verify extent and slope of fill placement.	P
3. Deep Foundations	N/A	N/A	
4. Load Testing	N/A	N/A	
4. Other:	N/A	N/A	

Inspection Frequency:

C: Continuous

P: Periodic Inspections. Inspection frequency shall be determined by the Geotechnical Engineer (GE.) During ongoing soil and foundation operations, daily (minimum) inspections shall be performed.

Notes:

1. The Testing Agency (Agent #4) shall perform tests under Item 2 and provide results to the Geotechnical Engineer (GE – Agent #2) for review in addition to the parties listed on page 1. The Geotechnical Engineer (GE) shall report any non-conformance issues to the Architect, SER, General Contractor (GC,) and the Special Inspections Coordinator.

Cast-in-Place Concrete

Item	Agency # (Qualif.)	Scope	Inspection Frequency
1. Mix Design	(3, 4) ACI-CCI ICC-RCSI	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.	C
2. Material Certification	(3, 4) ACI-CCI ICC-RCSI	Verify on site materials (reinf., forms, accessories, embed items) per plans and approved submittals.	C
3. Reinforcement Installation	(3) ACI-CCI ICC-RCSI	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	P2
4. Post-Tensioning Operations	N/A		N/A
5. Welding of Reinforcing	N/A		N/A
6. Anchor Rods	(3) ACI-CCI ICC-RCSI	Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.	C
7. Concrete Placement	(3) ACI-CCI ICC-RCSI	Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.	C
8. Sampling and Testing of Concrete	(4) ACI-CFTT ACI-STT	Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).	P3
9. Curing and Protection	(3) ACI-CCI ICC-RCSI	Inspect curing, cold weather protection and hot weather protection procedures.	P4
10. Other:	N/A	N/A	

Inspection Frequency:

C: Continuous

P: Periodic Inspections.

P1: If all requirements are met, only one inspection is required.

P2: Inspect before concrete placement.

P3: Per "Cast-in-Place Concrete" specification.

P4: Daily when required by weather conditions (See ACI305R, ACI 306R, ACI 306.1.)

Notes:

Special Inspections not required for the following concrete elements:

1. Non-structural concrete slabs supported directly on ground.
2. Concrete patios, driveways or sidewalks on grade.

Item	Agency # (Qualif.)	Scope	Inspection Frequency
1. Material Certification	(3, 4) EIT	<i>Inspect on site materials for conformance with contract drawings and approved submittals.</i>	C
2. Mixing of Mortar and Grout	(3) EIT ICC-SMSI	<i>Inspect proportioning, mixing and re-tempering of mortar and grout.</i>	C
3. Installation of Masonry	(3) EIT	<i>Inspect size, layout, bonding and placement of masonry units. Verify installation of bond beams, reinforcing and grout placement.</i>	C
4. Mortar Joints	(3) EIT ICC-SMSI	<i>Inspect construction of mortar joints including tooling and filling of head joints.</i>	C
5. Reinforcement Installation	(3) EIT ICC-SMSI AWS-CWI	<i>Inspect placement, positioning and lapping of reinforcing steel. Inspect mechanical splices of reinforcing steel.</i>	C
6. Pre-stressed Masonry	N/A		C
7. Grouting Operations	(3) EIT ICC-SMSI	<i>Inspect grouting operations for conformance with contract drawings and ACI standards for low lift grouting procedures. Inspect cleanouts for high-lift masonry.</i>	C
8. Weather Protection	(3) EIT	<i>Inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.</i>	C
9. Evaluation of Masonry Strength	(4) EIT ICC-SMSI	<i>Test compressive strength of mortar and grout cube samples (ASTM C780). Test compressive strength of masonry prisms (ASTM C1314).</i>	C
10. Anchors and Ties	(3) ICC-SMSI	<i>Inspect size, location, spacing and embedment of dowels, anchors and ties.</i>	C
11. Other:			

Inspection Frequency:

C: Continuous

P: Periodic Inspections.

Add'l Requirements as follows:

P1: If all requirements are met, only one inspection is required.

P2: While masonry construction operations are ongoing, daily inspections shall be performed, unless otherwise noted. This inspection frequency may be increased or decreased at the Special Inspections Coordinator's discretion.

Item	Agency # (Qualif.)	Scope	Inspection Frequency
1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	1	Review shop fabrication and quality control procedures.	P1
2. Material Certification	See Note 2 (3)	Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes	P2
3. Open Web Steel Joists	N/A	N/A	
4. Bolting	See Note 2 (3)	Verify bolt size and grade. Inspect installation and tightening of high strength bolts. Provide continuous inspection of bolts in slip-critical connections. Inspect per Section 9 of the RSCC "Specification for Structural Joints Using A325 or A490 Bolts."	C
5. Welding	(3, 4) AWS-CWI	Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Field Fillet Welds: 100% Visual, 15% Witness Shop Fillet Welds: 25% Visual, 5% Witness Full Penetration: 100% via Ultrasonic Testing Provide continuous inspection of all complete and partial penetration groove welds, all multi-pass fillet welds and all single pass fillet welds > 5/16" (See Note 3 and 4 for additional requirements.)	C
6. Shear Connectors	(3, 4) AWS-CWI	Review for conformance with Section 1704.3 of the 2003 International Building Code.	C
7. Structural Details	(3) EIT	Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.	P2
8. Metal Deck	(4) AWS/CWI	Inspect installation of composite and verify conformance with contract drawings and approved shop drawings. Verify side lap fastening connections to structure, spans.	P2
9. Other:			

Inspection Frequency:

C: Continuous

P: Periodic Inspections.

Add'l Requirements as follows:

P1: If all requirements are met, only one inspection is required.

P2: While steel erection operations are ongoing, daily inspections shall be performed, unless otherwise noted. This inspection frequency may be increased or decreased at the Special Inspections Coordinator's discretion.

Notes:

1. Special Inspections Coordinator shall continuously monitor structural steel tests and inspections to assure conformance with the Construction Documents; notify SER of any discrepancies immediately.
2. Inspector shall have a minimum of 5 years experience in the inspection of steel structures.
3. Review material identification and manufacturer certificates for conformance of weld filler material with AWS Standards and AISC Manual of Steel Construction, ASD, 14th Edition.
4. Base metal exceeding 1.5 inches in thick and adjacent to the welds after joint welding.
5. Special Inspections of Fabricator is not required if fabricator complies with "Fabricator's Certificate of Compliance."

Cold-Formed Steel Framing

Item	Agency # (Qualif.)	Scope	Inspection Frequency
1. Member Sizes	(4) AWS- AISC SSI	Verify conformance with contract drawings from light gage framing supplier and section 2210 of the 2003 IBC.	C
2. Material Thickness	(4) AWS- AISC SSI	Verify conformance with contract drawings from light gage framing supplier and section 2210 of the 2003 IBC.	P2
3. Material Properties	(4) AWS- AISC SSI	Verify conformance with contract drawings from light gage framing supplier and section 2210 of the 2003 IBC.	P1
4. Mechanical Connections	(4) AWS- AISC SSI	Verify conformance with contract drawings from light gage framing supplier and section 2210 of the 2003 IBC.	C
5. Welding	N/A		N/A
6. Framing Details	(4) AWS- AISC SSI	Verify conformance with contract drawings from light gage framing supplier and section 2210 of the 2003 IBC.	P2
7. Trusses	N/A		N/A
8. Permanent Truss Bracing	N/A		N/A
9. Other:	N/A		N/A

Inspection Frequency:

C: Continuous

P: Periodic Inspections.

Add'l Requirements as follows:

P1: If all requirements are met, only one inspection is required.

P2: While cold-form metal framing operations are ongoing, daily inspections shall be performed, unless otherwise noted. This inspection frequency may be increased or decreased at the Special Inspections Coordinator's discretion.

Exhibit E: Project Schedule

North Stonington - Revision #1		EBI Standard Scheduling View -			06-09-17 10:44													
Activity ID	Activity Name	Original Duration	Start	Finish	2017							2018						
					J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	
North Stonington - Revision #1		252	06-05-17	05-22-18														
General Conditions		252	06-05-17	05-22-18														
A1000	GC Sign Contract	10	06-05-17	06-16-17														
A1010	Apply for permit	2	06-19-17	06-20-17														
A1020	Town issue permit	20	06-21-17	07-18-17														
A1030	Start Construction	2	07-19-17	07-20-17														
A1040	Punch List / CO Inspection	10	04-05-18	04-18-18														
A1050	Finish Construction	1	05-22-18	05-22-18														
A1220	GC Spring Site Completion	0	04-09-18	04-09-18														
A2190	GC Start Procurement	1	06-05-17	06-05-17														
Sitework		251	06-05-17	05-21-18														
Site CM		40	06-05-17	07-28-17														
A1060	Site - Procure Site	10	06-05-17	06-16-17														
A1070	Site - Submit Site // EBI Review	10	06-19-17	06-30-17														
A1080	Site - A/E Submittal Review & Approve	10	07-03-17	07-14-17														
A1090	Site - Fab & Deliver	10	07-17-17	07-28-17														
Site Execution		221	07-17-17	05-21-18														
A1100	Site - Fab & Deliver wet well / tank	15	07-17-17	08-04-17														
A1110	Site - Erosion Control & Site Demo	5	07-21-17	07-27-17														
A1120	Site - Excavte for foundations	10	08-07-17	08-18-17														
A1130	Site - Install wet well / tank	4	08-07-17	08-10-17														
A1140	Site - Backfill foundation	8	09-11-17	09-20-17														
A1150	Site - Prep for Underslab Rough	5	09-13-17	09-19-17														
A1160	Site - Install site utilities / septic system	20	08-21-17	09-15-17														
A1170	Site - Install drainage	20	09-18-17	10-13-17														
A1180	Site - Site Concrete	20	04-09-18	05-04-18														
A1190	Site - Prep / binder	10	04-23-18	05-04-18														
A1200	Site - Finish Paving	5	05-15-18	05-21-18														
Landscaping		172	09-25-17	05-22-18														
Landscape CM		30	09-25-17	11-03-17														
A1390	Lnd - Procure Landscaping / Fencing	10	09-25-17	10-06-17														
A1400	Lnd - Submit Landscaping / Fencing // EBI Review	10	10-09-17	10-20-17														

Actual Level of Effort

Remaining Work

Actual Work

Critical Remaini...

Page 1 of 6

TASK filter: All Activities

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North Stonington - Revision #1		EBI Standard Scheduling View -			06-09-17 10:44													
Activity ID	Activity Name	Original Duration	Start	Finish	2017							2018						
					J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	
A1410	Lnd - A/E Submittal Review & Approve	10	10-23-17	11-03-17	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div>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Actual Level of Effort Remaining Work
 Actual Work Critical Remaini...

North Stonington - Revision #1		EBI Standard Scheduling View -				06-09-17 10:44													
Activity ID	Activity Name	Original Duration	Start	Finish	2017							2018							
					J	Jul	A	S	Oct	N	D	J	F	M	A	M	J		
A1430	Mil - Submit Millwork // EBI Review	15	09-04-17	09-22-17	<div><input type="checkbox"/> Mil - Submit Millwork // EBI Review</div>														
A1440	Mil - A/E Submittal Review & Approve	10	09-25-17	10-06-17	<div><input type="checkbox"/> Mil - A/E Submittal Review & Approve</div>														
A1450	Mil - Fab & Deliver	20	10-09-17	11-03-17	<div><input type="checkbox"/> Mil - Fab & Deliver</div>														
Millwork Execution		15	02-23-18	03-15-18	<div> 03-15-18, Millwork Execution</div>														
A1460	Mil - Install Millwork	15	02-23-18	03-15-18	<div><input type="checkbox"/> Mil - Install Millwork</div>														
Insulation		122	08-14-17	01-30-18	<div> 01-30-18, Insulation</div>														
Insulation CM		45	08-14-17	10-13-17	<div> 10-13-17, Insulation CM</div>														
A2220	INS - Procure Insulation	10	08-14-17	08-25-17	<div><input type="checkbox"/> INS - Procure Insulation</div>														
A2230	INS - Submit // EBI Review	15	08-28-17	09-15-17	<div><input type="checkbox"/> INS - Submit // EBI Review</div>														
A2240	INS - A/E Submittal Review & Approve	15	09-18-17	10-06-17	<div><input type="checkbox"/> INS - A/E Submittal Review & Approve</div>														
A2250	INS - Fab / Deliver / Lead Time	5	10-09-17	10-13-17	<div><input type="checkbox"/> INS - Fab / Deliver / Lead Time</div>														
Insulation Execution		10	01-17-18	01-30-18	<div> 01-30-18, Insulation Execution</div>														
A2260	INS - Install thermal insulation systems	10	01-17-18	01-30-18	<div><input type="checkbox"/> INS - Install thermal insulation systems</div>														
Doors / Frames / Hardware		185	07-03-17	03-16-18	<div> 03-16-18, Doors / Frames / Hardware</div>														
DFH CM		65	07-03-17	09-29-17	<div> 09-29-17, DFH CM</div>														
A1470	DFH - Procure DRS / FRMS / HARD	10	07-03-17	07-14-17	<div><input type="checkbox"/> DFH - Procure DRS / FRMS / HARD</div>														
A1480	DFH - Submit D/F/H // EBI Review	15	07-17-17	08-04-17	<div><input type="checkbox"/> DFH - Submit D/F/H // EBI Review</div>														
A1490	DFH - A/E Submittal Review & Approve	15	08-07-17	08-25-17	<div><input type="checkbox"/> DFH - A/E Submittal Review & Approve</div>														
A1500	DFH - Fab & Deliver	25	08-28-17	09-29-17	<div><input type="checkbox"/> DFH - Fab & Deliver</div>														
DFH Execution		18	02-21-18	03-16-18	<div> 03-16-18, DFH Execution</div>														
A1510	DFH - Install Frames	8	02-21-18	03-02-18	<div><input type="checkbox"/> DFH - Install Frames</div>														
A2210	DFH - Install Doors	5	02-26-18	03-02-18	<div><input type="checkbox"/> DFH - Install Doors</div>														
A2280	DFH - Install Hardware	10	03-05-18	03-16-18	<div><input type="checkbox"/> DFH - Install Hardware</div>														
Over Head Doors		132	07-03-17	01-02-18	<div> 01-02-18, Over Head Doors</div>														
OH Doors CM		60	07-03-17	09-22-17	<div> 09-22-17, OH Doors CM</div>														
A1520	OH - Procure Over Head Doors	10	07-03-17	07-14-17	<div><input type="checkbox"/> OH - Procure Over Head Doors</div>														
A1530	OH - Submit Over Head Doors // EBI Review	15	07-17-17	08-04-17	<div><input type="checkbox"/> OH - Submit Over Head Doors // EBI Review</div>														
A1540	OH - A/E Submittal Review & Approve	10	08-07-17	08-18-17	<div><input type="checkbox"/> OH - A/E Submittal Review & Approve</div>														
A1550	OH - Fab & Deliver	25	08-21-17	09-22-17	<div><input type="checkbox"/> OH - Fab & Deliver</div>														
OH Doors Execution		10	12-20-17	01-02-18	<div> 01-02-18, OH Doors Execution</div>														
A1560	OH - Install Over Head Doors	10	12-20-17	01-02-18	<div><input type="checkbox"/> OH - Install Over Head Doors</div>														
Glazing		117	08-14-17	01-23-18	<div> 01-23-18, Glazing</div>														
Glazing CM		60	08-14-17	11-03-17	<div> 11-03-17, Glazing CM</div>														

Actual Level of Effort

Remaining Work

Actual Work

Critical Remaini...

Page 3 of 6

TASK filter: All Activities

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Actual Level of Effort Remaining Work
 Actual Work Critical Remaining

North Stonington - Revision #1		EBI Standard Scheduling View -			06-09-17 10:44													
Activity ID	Activity Name	Original Duration	Start	Finish	2017							2018						
					J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	
A1570	Glz - Procure Glazing	10	08-14-17	08-25-17	Glz - Procure Glazing													
A1580	Glz - Submit Glazing // EBI Review	15	08-28-17	09-15-17	Glz - Submit Glazing // EBI Review													
A1590	Glz - A/E Submittal Review & Approve	10	09-18-17	09-29-17	Glz - A/E Submittal Review & Approve													
A1600	Glz - Fab & Deliver	25	10-02-17	11-03-17	Glz - Fab & Deliver													
Glazing Execution		15	01-03-18	01-23-18	01-23-18, Glazing													
A1610	Glz - Install glazing	15	01-03-18	01-23-18	Glz - Install glazing													
CFMF & GWB		177	07-03-17	03-06-18	03-06-18, CFMF & GWB													
CFMF & GWB CM		32	07-03-17	08-15-17	08-15-17, CFMF & GWB CM													
A1620	Dry - Procure Drywall	10	07-03-17	07-14-17	Dry - Procure Drywall													
A1630	Dry - Submit drywall // EBI Review	12	07-17-17	08-01-17	Dry - Submit drywall // EBI Review													
A1640	Dry - A/E Submittal review	10	08-02-17	08-15-17	Dry - A/E Submittal review													
CFMF & GWB Execution		55	12-20-17	03-06-18	03-06-18, CFMF & GWB Execution													
A1650	Dry - Hang and tape drywall	30	01-24-18	03-06-18	Dry - Hang and tape drywall													
A2200	Dry - Frame CFMF partitions	20	12-20-17	01-16-18	Dry - Frame CFMF partitions													
A2290	Dry - install FRP panels	5	01-31-18	02-06-18	Dry - install FRP panels													
Flooring		139	09-04-17	03-15-18	03-15-18, Flooring													
Flooring CM		65	09-04-17	12-01-17	12-01-17, Flooring CM													
A1660	Flr - Procure Flooring	15	09-04-17	09-22-17	Flr - Procure Flooring													
A1670	Flr - Submit Flooring // EBI Review	15	09-25-17	10-13-17	Flr - Submit Flooring // EBI Review													
A1680	Flr - A/E Submittal review and approve	10	10-16-17	10-27-17	Flr - A/E Submittal review and approve													
A1690	Flr- Fab & Deliver flooring	25	10-30-17	12-01-17	Flr- Fab & Deliver flooring													
Flooring Execution		20	02-16-18	03-15-18	03-15-18, Flooring Execution													
A1700	Flr- Install flooring	20	02-16-18	03-15-18	Flr- Install flooring													
Painting		158	09-04-17	04-11-18	04-11-18, Painting													
Painting CM		35	09-04-17	10-20-17	10-20-17, Painting CM													
A1710	Ptg - Procure Painting	15	09-04-17	09-22-17	Ptg - Procure Painting													
A1720	Ptg - Submit Painting // EBI Review	10	09-25-17	10-06-17	Ptg - Submit Painting // EBI Review													
A1730	Ptg - A/E Submittal review and approve	10	10-09-17	10-20-17	Ptg - A/E Submittal review and approve													
Painting Execution		39	02-16-18	04-11-18	04-11-18, Painting Execution													
A1740	Ptg - Prime walls /ceilings / Trim	15	02-16-18	03-08-18	Ptg - Prime walls /ceilings / Trim													
A1750	Ptg - Finish Paint	20	03-15-18	04-11-18	Ptg - Finish Paint													
Specialties		149	09-04-17	03-29-18	03-29-18, Specialties													
Specialties CM		60	09-04-17	11-24-17	11-24-17, Specialties CM													

Actual Level of Effort

Remaining Work











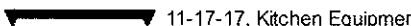










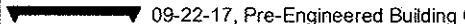





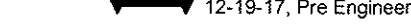




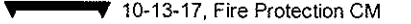












Actual Work

Critical Remaini...

Page 4 of 6

TASK filter: All Activities

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North Stonington - Revision #1		EBI Standard Scheduling View -				06-09-17 10:44													
Activity ID	Activity Name	Original Duration	Start	Finish	2017							2018							
					J	Jul	A	S	Oct	N	D	J	F	M	A	M	J		
 A1760	Spec - Procure Spec	15	09-04-17	09-22-17	<input type="checkbox"/> Spec - Procure Spec														
 A1770	Spec - Submit Spec // EBI Review	10	09-25-17	10-06-17	<input type="checkbox"/> Spec - Submit Spec // EBI Review														
 A1780	Spec - A/E Submittal review and approve	10	10-09-17	10-20-17	<input type="checkbox"/> Spec - A/E Submittal review and approve														
 A1790	Spec - Fab & Deliver Spec	25	10-23-17	11-24-17	<input type="checkbox"/> Spec - Fab & Deliver Spec														
 Specialties Execution		15	03-09-18	03-29-18	 03-29-18														
 A1800	Spec - Install Spec	15	03-09-18	03-29-18	<input type="checkbox"/> Spec - Install Spec														
 Kitchen Equipment		152	07-31-17	02-27-18	 02-27-18, Kitchen Equipment														
 Kitchen Equipment CM		80	07-31-17	11-17-17	 11-17-17, Kitchen Equipment CM														
 A1810	KE - Procure Kitchen Equipment	10	07-31-17	08-11-17	<input type="checkbox"/> KE - Procure Kitchen Equipment														
 A1820	KE - Submit Kitchen Equipment // EBI Review	20	08-14-17	09-08-17	<input type="checkbox"/> KE - Submit Kitchen Equipment // EBI Review														
 A1830	KE - A/E Submittal review and approve	15	09-11-17	09-29-17	<input type="checkbox"/> KE - A/E Submittal review and approve														
 A1840	KE - Fab & Deliver Kitchen Equipment	35	10-02-17	11-17-17	<input type="checkbox"/> KE - Fab & Deliver Kitchen Equipment														
 Kitchen Equipment Execution		15	02-07-18	02-27-18	 02-27-18, Kitchen Equipment Execution														
 A1850	KE - Install Kitchen Equipment	15	02-07-18	02-27-18	<input type="checkbox"/> KE - Install Kitchen Equipment														
 Pre Engineer Building		132	06-19-17	12-19-17	 12-19-17, Pre Engineer Building														
 Pre-Engineered Building CM		70	06-19-17	09-22-17	 09-22-17, Pre-Engineered Building CM														
 A1860	PB - Procure Pre Eng Bldg	10	06-19-17	06-30-17	<input type="checkbox"/> PB - Procure Pre Eng Bldg														
 A1870	PB - Submit Pre Eng Bldg // EBI Review	15	07-03-17	07-21-17	<input type="checkbox"/> PB - Submit Pre Eng Bldg // EBI Review														
 A1880	PB - A/E Submittal review and approve	10	07-24-17	08-04-17	<input type="checkbox"/> PB - A/E Submittal review and approve														
 A1890	PB - Fab & Deliver	35	08-07-17	09-22-17	<input type="checkbox"/> PB - Fab & Deliver														
 Pre Engineered Building Execution		40	10-25-17	12-19-17	 12-19-17, Pre Engineered Building Execution														
 A1900	PB - Install Pre Eng Bldg	40	10-25-17	12-19-17	<input type="checkbox"/> PB - Install Pre Eng Bldg														
 Fire Protection		175	07-31-17	03-30-18	 03-30-18														
 Fire Protection CM		55	07-31-17	10-13-17	 10-13-17, Fire Protection CM														
 A1910	FP - Procure Fire Protection	10	07-31-17	08-11-17	<input type="checkbox"/> FP - Procure Fire Protection														
 A1920	FP - Submit Fire Protection // EBI Review	15	08-14-17	09-01-17	<input type="checkbox"/> FP - Submit Fire Protection // EBI Review														
 A1930	FP - A/E Submittal Review	15	09-04-17	09-22-17	<input type="checkbox"/> FP - A/E Submittal Review														
 A1940	FP - Fab & Deliver	15	09-25-17	10-13-17	<input type="checkbox"/> FP - Fab & Deliver														
 Fire Protection Execution		73	12-20-17	03-30-18	 03-30-18														
 A1950	FP - Rough in system	25	12-20-17	01-23-18	<input type="checkbox"/> FP - Rough in system														
 A1960	FP - Test System	10	03-19-18	03-30-18	<input type="checkbox"/> FP - Test System														
 Plumbing		184	07-17-17	03-29-18	 03-29-18														
 Plumbing CM		55	07-17-17	09-29-17	 09-29-17, Plumbing CM														

Actual Level of Effort

Remaining Work

Actual Work

Critical Remaini...

Page 5 of 6

TASK filter: All Activities

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