



10 May 2019

Stephanie Parsons, Clerk of The Works

Dover School District, SAU #11

61 Locust Street, Suite 409

Dover, NH 03820

Via Email: s.parsons@dover.nh.gov

Cc: Libby Simmons (l.simmons@dover.k12.nh.us)

Subject: Proposal for Construction Testing Services and Special Inspections
Dover High School and Career Technical Center – Phase II
Dover, New Hampshire
RWG&A Proposal No. P-10192MTS

Dear Ms. Parsons:

As requested, R.W. Gillespie & Associates, Inc. (RWG&A) is pleased to present the following proposal for construction-phase materials testing services and special inspections for the Dover High School and Career Technical Center – Phase II project in Dover, New Hampshire. As you know RWG&A performed construction testing services and special inspections for the first phase of the project which included the construction of the high school and animal science buildings. RWG&A is committed to improving the quality of life in the communities we serve through reliable, sustainable, and resilient facilities. We help clients develop projects of higher quality, better value and less risk through our services in geotechnical engineering, materials testing and inspection, and environmental consulting.

Our Materials Testing group actively participates in Cement and Concrete Reference Laboratories and AASHTO Materials Laboratory reference sample programs. Our technology staff possesses numerous certifications from organizations including ACI, PCI, NETTCP, AWS, and International Code Council. Our materials testing laboratory is AASHTO R18 accredited. We are conveniently located in Newington, New Hampshire, about 8 miles from the project site.

Project Description

It is understood that Phase II of the project consists of civil sitework that includes constructing the new high school entranceway, parking lot, sidewalks athletic fields and site utilities.

Approach to Project

RWG&A's approach to the project would be to serve Dover School District, SAU #11 (SAU #11) as its testing agency and special inspector, and to provide services in general accordance with project specifications. It is anticipated that the project would be serviced through intermittent site visits on an as-requested basis. It is understood that SAU #11's designated representative would be responsible for verifying that requested services meet the project's needs, and for arranging and coordinating RWG&A's services.

Building code special inspections and materials testing services are anticipated for the following services:

- Soils
- Cast-in-place Concrete
- Bituminous Concrete Pavement

Scope of Services

Descriptions of the services that would be provided are presented below:

Soils Testing: RWG&A's construction technology staff would conduct in-place density tests of compacted fill and backfill using nuclear methods in accordance with ASTM D6938. The RWG&A materials testing laboratory would provide support services in the form of gradation and moisture-density relationship testing. Results would be provided verbally to SAU #11's on-site representative and summarized on a weekly basis. Copies would be sent to the concerned parties as directed by SAU #11.

Concrete Testing: Testing of portland cement concrete would include field and laboratory testing. Field tests would include slump, entrained air content, temperature, and casting of six 4x8 cylindrical specimens for compressive strength per 50 cubic yards of concrete. Parameters observed to be outside specification limits would be noted and reported to SAU #11's representative. The construction technologist would also observe batch times and advise SAU #11's representative if ASTM limits for time are, or would be, exceeded. Compressive strength would be determined in the laboratory at 7 (1 cylinder) and 28 days (3 cylinders). The balance of cylinders would be held for future testing if needed. Reports are usually sent within a day of the laboratory test and include all field data.

Formwork would be observed for general configuration, cleanliness, dimensions, and spacing with respect to reinforcement. In addition, RWG&A's technologist would provide observation of reinforcing bar size, type, grade, and location prior to placement of concrete. Apparent deviations would be reported to SAU #11's representative. A reinforcing steel observation worksheet would be attached to daily SAU #11 reports indicating conformance or nonconformance with project specifications.

Bituminous Pavement Testing: During the paving operation, RWG&A's construction technologist would observe laydown thicknesses, obtain mix temperatures to help assure the mix is not too cool for adequate compaction, and obtain samples for extraction/gradation testing. Following compaction of the mix, we can obtain in-place densities using the Pavement Quality Indicator (PQI) for comparison to the theoretical maximum density (TMD). Observed discrepancies and potential problems would be brought to the attention of SAU #11's representative.

Scheduling

We request a minimum of one business day advance notice to schedule site visits for testing services. It is understood coordination and scheduling would be made by SAU #11's representative. RWG&A's contact person for scheduling is Josh Fancy (207-229-8126) or Matthew Grady (207-252-5964).

Fee Basis

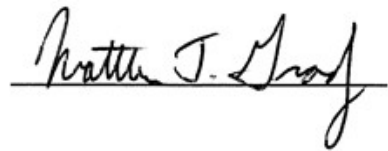
RWG&A's unit rates for the project are presented in the attached Table I, *Unit Price List*, and the rates will remain in effect for the duration of the project. RWG&A's estimated fee for the project is \$17,500 and is detailed in Table II. Assumed quantities were not provided so the quantities are an estimate based on RWG&A's experience with similar projects. It should be noted that our estimated fee should be used for planning purposes only. The actual fee would be dependent on the construction schedule and amount of testing and inspection services needed to complete the project. Any additional services requested would be charged on a time and expense basis using the unit rates provided in the Table I, *Unit Price List* or otherwise negotiated to our mutual satisfaction.

Overtime begins after 8 hours per day unless SAU #11 desires to negotiate an alternative arrangement. Administrative and other personnel time is charged for preparation of reports in which RWG&A's opinion may be necessary and/or pertinent to the work.

Closure

RWG&A has the staff and experience to serve the project in a timely, professional, and efficient manner. Materials testing and special inspection services will be provided in accordance with the attached Terms and Conditions. If this proposal is acceptable, please sign one copy and return it to RWG&A. Please contact us if you have any questions or if we may be of further service.

Sincerely,
R. W. GILLESPIE & ASSOCIATES, INC.



Matthew T. Grady, P.E.
Associate

MTG:ks

Attachments

Authorization for Construction Testing Services and Special Inspections
Table I, *Unit Price List*
Terms and Conditions (3 pages)

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**Authorization for Proposal for Construction Testing Services and Special Inspections
Dover High School and Career Technical Center – Phase II
Dover, New Hampshire
RWG&A Proposal No. P-10192MTS
Budget Estimate: \$17,500**

The above arrangements are understood and accepted.

Dover School District, SAU #11

Signature: _____

Print: _____

Title: _____

Date: _____

TABLE I
UNIT PRICE LIST
CONSTRUCTION TESTING SERVICES AND SPECIAL INSPECTIONS
DOVER HIGH SCHOOL AND CAREER TECHNICAL CENTER – PHASE II
DOVER, NEW HAMPSHIRE

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT COST</u>
<u>Part I - Personnel and Equipment for Soils, Concrete ⁽¹⁾ and Bituminous Pavement</u>		
Construction Technologist (Soils, Concrete)	Hour	\$ 50.00
Overtime - over 8 hrs/day	Hour	x 1.5
Sr. Construction Technologist (RI, Pavement)	Hour	\$ 55.00
Overtime - over 8 hrs/day	Hour	x 1.5
Materials Engineer	Hour	100.00
Administrative Assistant	Hour	55.00
Moisture-Density Gauge/PQI	½ Day	25.00
Generator	Day	75.00
Coring machine	Day	75.00
6" Bit Wear	Inch	6.00
Bituminous Pavement Patch	Bag	25.00
Mileage	Mile	0.55

⁽¹⁾ Includes equipment for field testing of concrete

Part III - Laboratory Tests for Soils, Concrete and Bituminous Pavement

Gradation of Soils (C136)	Each	\$ 75.00
Moisture-density of Soils (D1557)	Each	135.00
Concrete Cylinders (4x8)	Each	15.00
Theoretical Maximum Density	Each	75.00
Extraction/Gradation	Each	170.00
BSG of 6" diameter Cores	Each	45.00

TABLE II
ESTIMATED FEE
CONSTRUCTION TESTING SERVICES AND SPECIAL INSPECTIONS
DOVER HIGH SCHOOL AND CAREER TECHNICAL CENTER – PHASE II
DOVER, NEW HAMPSHIRE

Item	Fee	Fee Estimate Basis
Soils	\$ 7,700	20 half day visits 10 gradations 10 proctors
Concrete and Reinforcing Steel	\$ 2,800	5 day visits 30 cylinders.
Bituminous Pavement	\$ 6,100	6 day visits 6 Extraction/Gradations 6 Theoretical Maximum Densities 12 6-inch diameter cores
Current Outstanding Billed Services	\$ 900	Concrete testing
Estimated Total Fee Amount:	<u>\$ 17,500</u>	

Estimated Total Fee Amount: \$17,500.

TERMS AND CONDITIONS MATERIALS TESTING SERVICES

1. CHARGES

Personnel: Charges are computed on an hourly rate schedule listed in the proposal unless otherwise stated in the proposal. Annual increases will not exceed an average of ten (10) percent per classification.

Equipment, Subcontractors, and Supplies: Charges for specialized equipment, mileage, subcontractors, consultants, laboratories, and supplies required to complete the project are itemized in the proposal. A fifteen (15) percent fee is added to all subcontract invoices to cover handling and added costs.

2. INVOICES

Invoices are issued monthly, payable upon receipt. Amounts not paid within thirty (30) days are subject to a service charge of one and one-half (1-1/2) percent per month. Client agrees to pay all fees including attorney fees, court costs, or other expense, incurred for the collection of delinquent accounts. If the Client objects to all or any portion of the invoice or service, Client shall so notify R.W. Gillespie & Associates, Inc. within 14 calendar days of the invoice date, identify any defect and/or cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client. The Client's right to use R.W. Gillespie & Associates, Inc.'s work product, including its instruments of service, is contingent upon timely and full payment of all fees and costs payable under this agreement.

3. SAMPLES

All samples acquired by us (soil, concrete, rock, etc.) will be discarded thirty (30) day after submission of our final report, unless you advise us otherwise. Upon Client's written request, we will forward the samples at your cost, or will store them for you for an agreed period and storage charge.

4. JOB SITE SAFETY RESPONSIBILITIES

Client acknowledges and agrees that R.W. Gillespie & Associates, Inc. shall have no control over, nor be responsible for the construction means, methods, techniques, sequences or procedures or for any safety precautions and/or programs of the construction contractors. Client agrees that R.W. Gillespie & Associates, Inc. will be responsible only for its own employees and its sole responsibilities which will be limited to those tasks as set forth in the scope of services as described in our proposal.

5. STANDARD OF CARE

R.W. Gillespie & Associates, Inc. is a professional association and represents that our professional services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. No other representation or warranty, either expressed or implied, is intended.

6. LIMITATION OF LIABILITY

The Client and R.W. Gillespie & Associates, Inc., agree, to the fullest extent permitted by law and order withstanding any other provisions in this agreement, the total liability of R.W. Gillespie & Associates, Inc., and its officers, directors, owners, shareholders, employees, agents, and subconsultants or any of them, the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs of damages, of any nature whatsoever, arising out of, resulting from, or in any way related to the project or this agreement, from any cause or causes, including but not limited to the negligence, professional error or omissions, strict liability, breach of contract, or other civil liability, shall not exceed the total compensation received by R.W. Gillespie & Associates, Inc., or the total amount of \$50,000.00, whichever is less. If the Client prefers not to limit R.W. Gillespie & Associates, Inc., liability to this sum, we may agree to increase the limit of liability in \$25,000 increments increase in the limit for this waiver. The request for this option must be made by the Client in writing at the time the Client accepts the proposal. The charge is consideration for the greater risk involved in performing work for which the limitation of liability exceeds the total compensation

received by R.W. Gillespie & Associates, Inc., or the amount of \$50,000, whichever is less. It should not be construed as a charge for professional liability insurance.

7. **INFORMATION PROVIDED BY OTHERS**

For purposes of economy and expediency, R.W. Gillespie & Associates, Inc. will rely on information provided by Client and indicate to Client information needed to form an opinion. It is understood that it is not practicable to identify all information needed until after services begin. Furthermore, it is understood that Client will provide R.W. Gillespie & Associates, Inc. with as much of such information requested that is available to Client, inform R.W. Gillespie & Associates, Inc. of reports or materials prepared by others that relate to R.W. Gillespie & Associates, Inc.'s portion of the work, and that Client will furnish these to R.W. Gillespie & Associates, Inc. R.W. Gillespie & Associates, Inc. is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, it is understood that Client will, to the fullest extent permitted by law, waive any claim against R.W. Gillespie & Associates, Inc., and indemnify, defend, and hold R.W. Gillespie & Associates, Inc. harmless arising from any claim or liability for injury or loss, arising from alleges error, omissions, or inaccuracies in documents or other expenses incurred by RWG&A in defense of any such claim. Such compensation will be based on R.W. Gillespie & Associates, Inc.'s prevailing fee schedule and expense reimbursement policy.

8. **DEFECTS IN SERVICE**

Client and Client's personnel, contractors, subcontractors, and subconsultants shall promptly report to R.W. Gillespie & Associates, Inc. any known or suspected defect in the project, including any errors, omissions or inconsistencies in R.W. Gillespie & Associates, Inc.'s Instruments of Service, in order that R.W. Gillespie & Associates, Inc. may take prompt measures which in R.W. Gillespie & Associates, Inc.'s opinion will minimize the consequences of a defect in service.

9. **EXTENSION OF PROTECTION**

The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to R.W. Gillespie & Associates, Inc. to those individual and entities R.W. Gillespie & Associates, Inc. rents for performance of the services under this agreement including, but not limited to R.W. Gillespie & Associates' offers and employees, their heirs and assigns, as well as R.W. Gillespie & Associates' subconsultants and their officers, employees, heirs, and assigns.

10. **INSURANCE**

R.W. Gillespie & Associates, Inc. maintains worker's compensation insurance and commercial general liability insurance. Certificates for such policies of insurance shall be provided to Client upon request in writing.

11. **CONFIDENTIALITY**

R.W. Gillespie & Associates, Inc., will not intentionally divulge information regarding the proposal, services or report, except to Client or parties designated by Client in writing. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise Client in order that Client may diligently notify the appropriate authorities. If Client fails to act in a responsible manner, R.W. Gillespie & Associates, Inc., as a professional association, will notify the appropriate authorities. Client waives any claim against R.W. Gillespie & Associates, Inc., and agrees to defend, indemnify, and save R.W. Gillespie & Associates, Inc., harmless from any claim or liability arising from conditions or notification of conditions at the site. Information which is in the public domain or which is provided to us by third parties is not considered confidential.

12. **ESTIMATED FEE**

Our estimated fee is an opinion of the estimated, probable costs required to perform the scope of services. We must make a number of assumptions as to conditions that will be encountered and other factors over which we have no control. It is agreed many unforeseen factors that could not be fully anticipated or accounted for when the proposal was prepared may influence the final fee associated with RWG&A's services. The estimate is intended as a budgetary guide only to anticipated fees and is not to be construed as a limitation on the fees to be charged pursuant to this agreement.

13. **MEDIATION**

In an effort to resolve any conflicts that arise related to the services provided pursuant to this agreement, the Client and R.W. Gillespie & Associates, Inc. agree that disputes between them arising out of and/or related to this agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

The Client and R.W. Gillespie & Associates, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers and fabricators to retained, thereby providing for mediation as the prime method for dispute resolution between parties to those agreements.

14. **THIRD-PARTY BENEFICIARIES**

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 Client or the R.W. Gillespie & Associates, Inc. R.W. Gillespie & Associates, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and R.W. Gillespie & Associates, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

15. **OWNERSHIP OF INSTRUMENTS OF SERVICES**

All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by R.W. Gillespie & Associates, Inc., as instruments of service shall remain the property of R.W. Gillespie & Associates, Inc.

16. **GOVERNING LAW**

The laws of the State of Maine will govern the validity of this agreement, its interpretation, and performance.

17. **ASSIGNMENT**

Neither party to this agreement shall transfer, delegate, or assign any right under or interest in this agreement (including but not limited to moneys that are due or moneys that may be due) without the prior written consent of the other party.

18. **SUSPENSION OF SERVICES**

If the Client fails to make payments when due or otherwise is in breach of this agreement, R.W. Gillespie & Associates, Inc. may suspend performance of services upon five (5) calendar days' notice to the Client. R.W. Gillespie & Associates, Inc. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. If the Client fails to make payment to the consultant in accordance with the payment terms herein this shall constitute a material breach of this agreement and shall be cause for termination by R.W. Gillespie & Associates, Inc.
