

COPY

ARCHITECTURE ENGINEERING PLANNING INTERIOR DESIGN COMMISSIONING

SMRT

June 19, 2009
SMRT Project # 08093

Ms. Leslie Davis
Project Manager
Maine Medical Center
22 Bramhall Street
Portland, Maine 04102

Re: Office of Medical Education
 Structural Special Inspections Proposal

Dear Ms. Davis:

SMRT is pleased to submit this proposal for Special Inspection services associated with the above referenced project. The work proposed under the Special Inspections program is in accordance with the requirements stated in the 2003 edition of the International Building Code (IBC) as adopted and as required for this project by the City of Portland. A "Schedule of Special Inspections" has been prepared that identifies the scope of work of your project that we have identified as necessary. I have also enclosed an informational paper describing the Special Inspections process.

Our approach to this process is to lead the required inspection effort under the management of me, Ronald W. Rideout, the Structural Engineer of Record. Assistance in these inspections will be provided by individuals within SMRT's structural department or by an outside testing agency as coordinated between the Special Inspector and outside agencies.

A few testing agencies that you may want to consider, under a separate contract, are Summit Engineering Services and Quality Assurance Labs. These testing agencies typically perform their activities on an hourly rate. We have found, in the past, that some of the work associated with the Structural Inspections program can be performed by individuals employed by the testing agency, under the guidance of the Structural Engineer of Record, at a more cost-effective rate. We ask that you contract separately with those testing agencies for their work. We do recommend that the invoices from the testing agencies be routed through SMRT for approval before payment.

The following items are enclosed for your review:

- IBC Special Inspections informational paper
- Schedule of Special Inspections
- Statement of Authorization (2 copies)

Ms. Leslie Davis
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- Schedule of Billing Rates from SMRT
- SMRT Standard Terms and Conditions
- Statement of Special Inspections
- Special Inspection-List of Agents

In addition to the Schedule of Special Inspections, the Statement of Special Inspections and Special Inspections-List of Agents need to be completed and provided to the code enforcement official for issuance of a full Building Permit.

There are a number of factors that influence the extent of time required to fulfill the code requirement. The contractor's scheduling and their subcontractors' scheduling are a major determinant. Hence, we propose to perform this service on an hourly basis. You will be billed for the time spent by SMRT, Inc. in accordance with our standard billing rates. We estimate our fees to be \$3,500. The advantage of using SMRT, Inc. is that many of the items listed on the schedule of special inspections reside with us and are part of our shop drawing review process. There is no need for familiarization with the project since we are the ones responsible for its design. In summary, the Special Inspections program goes much more efficiently with the Structural Engineer of Record fully engaged in the program.

If you find the terms acceptable, please sign both copies of the Statement of Authorization and return one copy to SMRT. We look forward to assisting you in maintaining the high quality of the structure and meeting your responsibility under the IBC code.

Sincerely,
SMRT



Ronald W. Rideout, P.E.
Structural Engineer of Record

144 Fore Street
P.O. Box 618
Portland, ME 04104
p 207.772.3846 f 207.772.1070 email: rrideout@smrtinc.com

Enclosures

cc: CDP, RWR, SB, File 08093/46.4

Schedule of Special Inspection Services – IBC 2003
FABRICATION AND IMPLEMENTATION PROCEDURES – STRUCTURAL STEEL

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, OR SUBMITTAL	COMMENTS	REFERENCE FOR CRITERIA (1)	AGENT	TASK COMPLETED
IBC Section 1704.2						
1. Fabrications Procedures: Review of fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices by an approved special inspection agency. At the completion of fabrication, the approved fabricator shall submit a certificate of compliance to the building code official stating that the work was performed in accordance with the approved construction documents. -OR- 2. AISC Certification. . Submit copy of certificate.	Y	S	Fabricator shall submit one of the two qualifications		1 - 4	
3. At completion of fabrication, the approved fabricator shall submit a certificate of compliance to the building code official stating that the work was performed in accordance with the approved construction documents.	Y	S		IBC 1704.2.2	1 - 4	

Schedule of Special Inspections – IBC 2003
STEEL CONSTRUCTION
(This section includes Structural Steel, Steel Joists, & Steel Stairs)

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, OR SUBMITTAL	COMMENTS	REFERENCE FOR CRITERIA (1)	AGENT	TASK COMPLETED
IBC Section 1704.3						
1. Material verification of high-strength bolts, nuts and washers:						
a. Identification markings to conform to ASTM standards specified in the approved construction documents.	Y	P		Applicable ASTM material specifications; AISC 360, Section A3.3	1 - 4	
b. Manufacturer's certificate of compliance required.	Y	S			1 - 4	
2. Inspection of high-strength bolting						
a. Bearing-type connections.	Y	P		AISC 360 Section M2.5	1 - 4	
b. Slip-critical connections.	N	---		IBC Sect 1704.3.3		
3. Material verification of structural steel:						
a. Identification markings to conform to ASTM standards specified in the approved construction documents.	Y	P		ASTM A 6 or ASTM A 568 IBC Sect 1708.4	1 - 4	
b. Manufacturers' certified mill test reports.	Y	S		ASTM A 6 or ASTM A 568 IBC Sect 1708.4	1 - 4	
4. Material verification of weld filler materials:						
a. Identification markings to conform to AWS specification in the approved construction documents.	Y	S		AISC 360, Section A3.5	1 - 4	

(1) Reference and criteria based on IBC 2006 and Structural Engineers Assoc. of Maine (SEAM) Publication and Recommendations.

Schedule of Special Inspections – IBC 2003
STEEL CONSTRUCTION (Continued)

VERIFICATION AND INSPECTION IBC Section 1704.3	Y/N	EXTENT: CONTINUOUS, PERIODIC, OR SUBMITTAL	COMMENTS	REFERENCE FOR CRITERIA (1)	AGENT	TASK COMPLETED	
b. Manufacturer's certificate of compliance required.	Y	S			1 - 4		
5. Submit current AWS D1.1 welder certificate for all field welders who will be welding on this project.	Y	S		AWS D1.1	1 - 4		
6. Inspection of welding:							
a. Structural steel:							
1) Complete and partial penetration groove welds.	N	---		IBC 1704.3.1 AWS D1.1			
2) Multipass fillet welds.	N	---					
3) Single-pass fillet welds > 5/16"	N	---					
4) Single-pass fillet welds < 5/16"	Y	P			5 or 6		
5) Floor deck shear studs	N	---					
6) Floor and roof deck welds	Y	P		AWS D1.3	5 or 6		
b. Reinforcing steel:							
1) Verification of weldability of reinforcing steel other than ASTM A706.	N	---		IBC Sect 1903.5.2 AWS D1.4 ACI 318: 3.5.2			
2) Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special reinforced concrete shear walls and shear reinforcement.	N	---					
3) Shear reinforcement.	N	---					
4) Other reinforcing steel.	N	---					
7. Inspection of steel frame joint details for compliance with approved construction documents:							
a. Details such as bracing and stiffening.	Y	P		IBC 1704.3.2	1 - 4		
b. Member locations.	Y	P				1 - 4	
c. Application of joint details at each connection.	Y	P				1 - 4	
d. Floor deck shear studs locations.	N	---					

(1) Reference and criteria based on IBC 2006 and Structural Engineers Assoc. of Maine (SEAM) Publication and Recommendations.

Schedule of Special Inspections – IBC 2003
SPRAYED FIRE-RESISTANT MATERIALS

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	REFERENCE FOR CRITERIA (1)	AGENT	TASK COMPLETED
IBC Section 1704.11						
1. Surface Conditions: Verify surfaces are prepared in accordance with the approved fire-resistance design and the approved manufacturer's written instructions prior to application of the sprayed fire-resistant material	Y	P		IBC 1704.11.1	5	
2. Application: Verify the substrate shall have a minimum ambient temperature before and after application as specified in the approved manufacturer's written instruction. The area for application shall be ventilated during and after application as required by the approved manufacturer's written instructions.	Y	P		IBC 1704.11.2	5	
3. Thickness: Verify average thickness of the sprayed fire-resistant materials applied to structural elements shall not be less than the thickness required by the approved fire-resistance design.						
a. Floor, Roofs & Walls: The thickness of the sprayed fire-resistant material applied to floor, roof and wall assemblies shall be determined in accordance with ASTM E 605, taking the average of not less than four measurements for each 1,000 square feet (93 m ²) of the sprayed area on each floor or part thereof.	Y	P		IBC1704.3.1; ASTM E605	5	
b. Structural Framing: The thickness of the sprayed fire-resistant material applied to structural members shall be determined in accordance with ASTM E 605. Thickness testing shall be performed on not less than 25 percent of the structural members on each floor.	Y	P		IBC1704.3.2; ASTM E605	5	
4. Density: Verify density of the sprayed fire-resistant material not be less than the density specified in the approved fire-resistant design.	Y	P		IBC1704.4; ASTM E605	5	
5. Bond: Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material applied to structural elements shall not be less than 150 pounds per square foot (psf) (7.18 kN/m ²). The cohesive/adhesive bond strength shall be determined in accordance with the field test specified in ASTM E 736 by testing in-place samples.						
a. The test samples for determining the cohesive/adhesive bond strength of the sprayed fire-resistant materials shall be selected from each floor, roof and wall assembly at the rate of not less than one sample for every 10,000 square feet (929 m ²) or part thereof of the sprayed area in each story.	Y	P		IBC 1704.11.5.1; ASTM E 736	5	
b. The test samples for determining the cohesive/adhesive bond strength of the sprayed fire-resistant materials shall be selected from beams, girders, joists, trusses and columns at the rate of not less than one sample for each type of structural framing member for each 5,000 square feet (464 m ²) of floor area or part thereof in each story.	Y	P		IBC 1704.11.5.2; ASTM E 736	5	

(1) Reference and criteria based on IBC 2006 and Structural Engineers Assoc. of Maine (SEAM) Publication and Recommendations.

ARCHITECTURE ENGINEERING PLANNING INTERIOR DESIGN COMMISSIONING



SMRT

**AUTHORIZATION STATEMENT
For Scope of Professional Services**

ORDERED BY: Maine Medical Center
 22 Bramhall Street
 Portland, Maine 04102

DESCRIPTION OF WORK: Special Inspections, as outlined in letter dated June 19, 2009

FEE BASIS: See letter dated June 19, 2009

TERMS: Terms and Conditions shall be as described in the attached
 SMRT, Inc. Standard Terms and Conditions.

APPROVED AND ACCEPTED BY:

OWNER

Signature

Date

SMRT

Robert W. Kida
Signature

6/19/09
Date



SCHEDULE OF PROFESSIONAL HOURLY BILLING RATES
Effective January 1, 2009 through December 31, 2009

Senior Principal/Engineering Director	\$180
Principal	\$155
Project Manager	\$150
Senior Architect	\$155
Senior Engineer	\$130
Civil Engineer	\$130
Architect	\$105
Engineer	\$105
Commissioning Agent	\$105
Landscape Architect	\$105
Architectural Intern/Landscape Architectural Intern	\$ 85
EIT	\$ 85
Interior Designer/Space Planner	\$ 85
Intern Interior Designer	\$ 70
Senior Designer	\$ 85
Asst. Project Manager	\$ 70
Designer/CADD Technician	\$ 70
Clerical	\$ 60
Senior Consultant/Regulatory Specialist	\$180
Site Planner	\$110
Reproductions	Cost plus 10%
Travel	\$0.55 Per Mile
Other Reimbursables	Cost plus 10%
Consultants	Cost plus 15%

SMRT reserves the right to adjust its billing rates annually.

SMRT Standard Terms and Conditions

ARTICLE 1 SMRT RESPONSIBILITIES

SMRT's services consist of those services performed by SMRT, SMRT's employees and SMRT's consultants as may be enumerated in attached scope of work descriptions and authorizations.

- 1.2 SMRT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, SMRT shall submit for the Owner's approval a schedule for the performance of SMRT's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by SMRT or the Owner.

ARTICLE 2 ADDITIONAL SERVICES

- 2.1 Services additional to attached scope of work descriptions shall be provided if authorized or confirmed in writing by the Owner and shall be paid for by the Owner as mutually agreed with SMRT.
- 2.2 Owner-directed revisions to the project that necessitate redesign, after the construction document phase design has commenced, shall be considered additional services.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall provide full information which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.
- 3.2 If requested by SMRT, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 3.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by SMRT.
- 3.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by SMRT in order to avoid unreasonable delay in the orderly and sequential progress of SMRT's services.
- 3.5 Prompt written notice shall be given by the Owner to SMRT if the Owner becomes aware of any fault or defect in the Project.
- 3.6 The Owner hereby grants permission, or if the Owner is not the record owner of the property, has obtained permission for SMRT to enter upon subject premises to take necessary measurements or perform necessary tests.

ARTICLE 4 USE OF SMRT'S DOCUMENTS

- 4.1 Documents prepared by SMRT are instruments of service for use solely with respect to this project. SMRT shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of SMRT's documents except by mutual agreement in writing.
- 4.2 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.

ARTICLE 5 MEDIATION

- 5.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation within 90 days of discovery unless the parties mutually agree otherwise.

- 5.2 The Owner and the Architect 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 similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

- 5.3 All claims, counter claims, disputes and other matters in question between the parties hereto arising out of or relating to this agreement, or the breach thereof, if not settled by mediation, shall be resolved by litigation, unless otherwise agreed by the parties at that time.

- 5.4 All costs of the mediation shall be shared equally by both parties.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 In the event of termination, suspension or abandonment of the project, SMRT shall be equitably compensated for services performed. Failure of the Owner to make payments to SMRT in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for SMRT to withhold design documents, suspend or terminate services. Either SMRT or the Owner may terminate this agreement after giving no less than seven days written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 This Agreement shall be governed by the law of the location of the project.
- 7.2 The Owner and SMRT, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 7.3 SMRT and SMRT's consultants shall have no responsibility of the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.
- 7.4 The Owner and SMRT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and SMRT each shall require similar waivers from their contractors, consultants and agents.

ARTICLE 8 PAYMENTS TO SMRT

- 8.1 An initial payment may be required and described in an attachment to the agreement. This initial payment shall be credited to SMRT's final invoice.
- 8.2 Payments on account of SMRT's services, reimbursable expenses and additional services when authorized shall be made monthly upon presentation of SMRT's statement of services rendered or expenses incurred.
- 8.3 Payments are due and payable upon receipt of SMRT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of eighteen percent (18%) per annum.

ARTICLE 9 OTHER CONDITIONS AND SERVICES

- 9.1 Purchase Orders, when duly executed by the Owner's authorized personnel, shall constitute for SMRT an acceptable notice to proceed with services. Terms and Conditions defined herein shall supersede those defined in any Purchase Order identified with SMRT services. The Purchase Order Number shall be used by SMRT as the Owner's project identification number.
- 9.2 In no event shall the total aggregate liability arising from professional acts, errors or omissions exceed the total fee for services rendered on the project.
- 9.3 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.

STATEMENT OF SPECIAL INSPECTIONS

PROJECT:	Maine Medical Center Office of Medical Education
LOCATION:	Portland, Maine
PERMIT APPLICANT:	Hebert Construction Company
APPLICANT'S ADDRESS:	9 Gould Road Lewiston, Maine 04240

Structural Engineer of Record:

Ronald W. Rideout, P.E. SMRT, Inc.
Name Firm

Architect of Record:

Craig D. Piper, AIA SMRT, Inc.
Name Firm

This Statement of Special Inspections is submitted in accordance with Section 1704 of the 2003 International Building Code. It includes a "Schedule of Special Inspections" and a "Special Inspections List of Agents" specific to this project. The Special Inspector is identified in the "List of Agents."

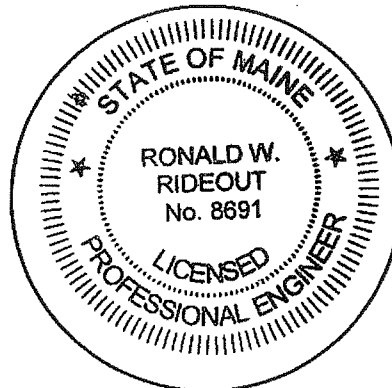
The Special Inspector shall keep records of all inspections listed herein, and shall furnish inspection reports to the Code Official and to the Structural Engineer of Record. All discrepancies will be brought to the immediate attention of the Contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Structural Engineer of Record and Code Official. Interim reports shall be submitted to the Structural Engineer of Record and the Code Official.

Job site safety is solely the responsibility of the Contractor. Materials and activities to be inspected are not to include the Contractor's equipment and methods used to erect and install the materials listed.

Prepared by: *(Structural Engineer of Record)*

Ronald W. Rideout, P.E.
(Name)


(Signature) 6/19/09
(Date)



*Structural Engineer of Record's
P.E. Seal*

SPECIAL INSPECTIONS - LIST OF AGENTS

PROJECT: *Maine Medical Center - Office of Medical Education*
SMRT Project No. 08093

LOCATION: *Portland, Maine*

STRUCTURAL

ENGINEER OF RECORD: *Ronald W. Rideout, P.E.*

SMRT, Inc.
144 Fore Street
Portland, ME 04101

**ARCHITECT
OF RECORD:**

Craig Piper, AIA

SMRT, Inc.
144 Fore Street
Portland, ME 04101

Following is the list of Agents selected for performance of Special Inspections for this project.

Agent #	Type	Name	Firm
1.	Special Inspector	<i>Ronald Rideout</i>	<i>SMRT, Inc.</i>
2.	Inspector Agent	<i>Janusz Wszola</i>	<i>SMRT, Inc.</i>
3.	Inspector Agent	<i>Andrew Pytlak</i>	<i>SMRT, Inc.</i>
4.	Inspector Agent	<i>Michael Cunningham</i>	<i>SMRT, Inc.</i>
5.	Testing Agent	<i>Darrell Gilman</i>	<i>Summit Geoengineering Services</i>
6.	Testing Agent	<i>Michael Drew</i>	<i>Quality Assurance Labs</i>

Note: Agents from SMRT, Inc. may be used as a substitute for the Special Inspector.