

Project: Berlin City TSL Showroom and Service Bay Additions, Portland, Maine  
Date Prepared: March 26, 2012

## Structural Statement of Special Inspections – Exhibit A

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Project: *Berlin City TSL Showroom and Service Bay Additions*

Location: *Portland, Maine*

Owner: *Summit Automotive Partners*

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This *Statement of Special Inspections* encompass the following discipline: **Structural**

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 Structural Special Inspection Coordinator (SSIC) and the identity of other approved agencies to be retained for conducting these inspections and tests.

The Structural Special Inspection Coordinator shall keep records of all Structural inspections and shall furnish inspection reports to the Building Code Official (BCO) and the Structural Registered Design Professional in Responsible Charge (SRDP). Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Structural Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Structural Registered Design Professional in Responsible Charge at an interval determined by the SSIC and the BCO.

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 to the BCO 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:  Upon request of Building Official \_\_\_\_\_ or  per attached schedule.

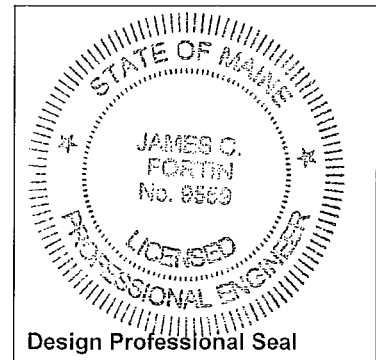
Prepared by:

*James C Fortin, P.E.*

(type or print name of the Structural Registered Design Professional in Responsible Charge)

  
Signature

*3/26/12*  
Date



Owner's Authorization:

Building Code Official's Acceptance:

Signature

Date

Signature

Date

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## Structural Statement of Special Inspections (Continued) – Exhibit A

### List of Agents

Project: Berlin City TSL Showroom and Service Bay Additions

Location: Portland, Maine

Owner: Summit Automotive Partners

This Statement of Special Inspections encompass the following discipline: **Structural**

(Note: Statement of Special Inspections for other disciplines may be included under a separate cover)

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

- Soils and Foundations
- Cast-in-Place Concrete
- Precast Concrete System
- Masonry Systems
- Structural Steel
- Wood Construction
- Special Cases

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. STRUCTURAL Special Inspections Coordinator (SSIC)	James C. Fortin, P.E. Becker Structural Engineers	75 York Street Portland, Maine 04101 (207) 879-1838 jim@beckerstructural.com
2. Special Inspector (SI-1)	James C. Fortin, P.E. Becker Structural Engineers	75 York Street Portland, Maine 04101 (207) 879-1838 jim@beckerstructural.com
3. Special Inspector (SI-2)	TBD by Owner	
4. Testing Agency (TA-1)	TBD by Owner	
5. Testing Agency (TA-2)		
6. Other (O1)		

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.

Project: Berlin City TSL Showroom and Service Bay Additions, Portland, Maine  
Date Prepared: March 26, 2012

## Structural Statement of Special Inspections (Continued) – Exhibit A

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### Final Report of Special Inspections (SSIC/SI 1)

[To be completed by the Structural Special Inspections Coordinator (SSIC/SI 1). Note that all Agent's Final Reports must be received prior to issuance.]

Project: *Berlin City TSL Showroom and Service Bay Additions*

Location: *Portland, Maine*

Owner: *Summit Automotive Partners*

Owner's Address: *130301 East Arapahoe Road, Suite 200  
Centennial, CO 80112*

Architect of Record: *Barbara Derbis* *Nudell Architects*  
*(name)* *(firm)*

Structural Registered Design

Professional in Responsible Charge: *James C Fortin, P.E.* *Becker Structural Engineers, Inc.*  
*(name)* *(firm)*

To the best of my information, knowledge and belief, the Special Inspections required for this project, and itemized in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved.

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,  
Structural Special Inspection Coordinator

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***Licensed Professional Seal***

Project: Berlin City TSL Showroom and Service Bay Additions, Portland, Maine  
Date Prepared: March 26, 2012

## Structural Statement of Special Inspections (Continued) – Exhibit A

### Special Inspector's/Agent's Final Report

Project: *Berlin City TSL Showroom and Service Bay Additions*

Special Inspector or  
Agent:

*(name)*

*(firm)*

Designation:

To the best of my information, knowledge and belief, the Special Inspections or testing required for this project, and designated for this Inspector/Agent in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved.

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,  
Special Inspector or Agent:

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Licensed Professional Seal or  
Certification Number*

## Structural Schedule of Special Inspections – Exhibit B

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### 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 to the Special Inspector for their records. *NOTE VERIFICATION THAT QUALIFIED INDIVIDUALS ARE AVAILABLE TO PERFORM STIPULATED TESTING AND/OR INSPECTION SHOULD BE PROVIDED PRIOR TO SUBMITTING STATEMENT. AGENT QUALIFICATIONS IN SCHEDULE ARE SUGGESTIONS ONLY; FINAL QUALIFICATIONS ARE SUBJECT TO THE DISCRETION OF THE REGISTERED DESIGN PROFESSIONAL PREPARING THE SCHEDULE.*

#### Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge or Special Inspector of Record deems it appropriate that the individual performing a stipulated test or inspection have a specific certification, license or experience as indicated below, such requirement shall be listed below and shall be clearly identified within the schedule under the Agent Qualification Designation.

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

#### Experienced Testing Technician

ETT	Experienced Testing Technician – An Experienced Testing Technician with a minimum 5 years experience with the stipulated test or inspection
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#### American Concrete Institute (ACI) Certification

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

#### American Welding Society (AWS) Certification

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

#### American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.
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#### International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

#### National Institute for Certification in Engineering Technologies (NICET)

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

#### Other

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**Structural Schedule of Special Inspections – Exhibit B**  
**SOILS & FOUNDATION CONSTRUCTION**

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	TASK COMPLETED
IBC Section 1704.7, 1704.8, 1704.9						
1. Verify existing soil conditions, fill placement and load bearing requirements						
a. Prior to placement of prepared fill, determine that the site has been prepared in accordance with the approved soils report.	Y	P	IBC 1704.7.1	SI-2	PE/GE	
b. During placement and compaction of fill material, verify material being used and maximum lift thickness comply with the approved soils report.	Y	P	IBC 1704.7.2	SI-2	PE/GE	
c. Test in-place dry density of compacted fill complies with the approved soils report.	Y	P	IBC 1704.7.2	TA-1	PE/GE, EIT or ETT	
2. Pile foundations:						
a. Observe and record procedures for static load testing of piles.	N					
b. Observe and record procedures for dynamic load testing of piles.	N					
c. Record installation of each pile and results of load test. Include cutoff and tip elevations of each pile relative to permanent reference.	N					
d. Test welded splices of steel piles	N					
3. Pier foundations: Verify installation of pier foundations for buildings assigned to Seismic Design Category C, D, E or F.	N					
a. Verify pier diameter and length	N					
b. Verify pier embedment (socket) into bedrock	N					
c. Verify suitability of end bearing strata	N					

**Structural Schedule of Special Inspections – Exhibit B**  
**CONCRETE CONSTRUCTION**

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	TASK COMPLETED
IBC Section 1704.4						
1. Inspection of reinforcing steel, including prestressing tendons, and placement	Y	C	ACI 318: 3.5, 7.1-7.7	SI-1	PE, EIT, ACI-CCI or ICC-RCSI	
2. Inspection of reinforcing steel welding in accordance with Table 1704.3, Item 5B	N		Welding of Reinf Not Allowed	-	AWS-CWI	
3. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased	Y	C	IBC 1912.5	SI-1	PE, EIT, ACI-CCI or ICC-RCSI	
4. Verifying use of required design mix	Y	P	ACI 318: Ch 4, 5.2-5.4	TA-1	ACI-CFTT or ACI-STT	
5. At time fresh concrete is sampled to fabricate specimens for strength test, perform slump and air content test and temperature	Y	C	ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8	TA-1	ACI-CFTT or ACI-STT	
6. Inspection of concrete and shotcrete placement for proper application techniques	Y	C	ACI 318: 5.9, 5.10	TA-1	PE, EIT, ACI-CCI or ICC-RCSI	
7. Inspection for maintenance of specified curing temperature and techniques	Y	P	ACI 318: 5.11-5.13	TA-1	PE, EIT, ACI-CCI or ICC-RCSI	
8. Inspection of Prestressed Concrete						
a. Application of prestressing force.	N					
b. Grouting of bonded prestressing tendons in seismic force resisting system	N					
9. Erection of precast concrete members	N					
10. Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms beams and structural slabs	N					

### Structural Schedule of Special Inspections – Exhibit B - STEEL CONSTRUCTION

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	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 335, Section A3.4; AISC LRFD, Section A3.3	TA-1	AWS/AISC-SSI	
b. Manufacturer's certificate of compliance required.	Y	S		SI-1	PE/SE or EIT	
2. Inspection of high-strength bolting						
a. Bearing-type connections.	Y	P	AISC LRFD Section M2.5	TA-1	AWS/AISC-SSI	
b. Slip-critical connections.	Y	C	IBC Sect 1704.3.3	TA-1	AWS/AISC-SSI	
3. Material verification of structural steel (IBC Sect 1708.4):						
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	TA-1	AWS/AISC-SSI	
b. Manufacturers' certified mill test reports.	Y	S	ASTM A 6 or ASTM A 568 IBC Sect 1708.4	SI-1	PE/SE or EIT	
4. Material verification of weld filler materials:						
a. Identification markings to conform to AWS specification in the approved construction documents.	Y	P	AISC, ASD, Section A3.6; AISC LRFD, Section A3.5	TA-1	AWS-CWI	
b. Manufacturer's certificate of compliance required.	Y	S		SI-1	PE/SE or EIT	
5. Submit current AWS D1.1 welder certificate for all field welders who will be welding on this project.	Y	S	AWS D1.1	SI-1	PE/SE or EIT	
6. Inspection of welding (IBC 1704.3.1):						
. Structural steel:						
1) Complete and partial penetration groove welds. NOTE: For extent marked "C", Agent must be present to observe full welding process	Y	C	AWS D1.1	TA-1	AWS-CWI	
2) Multipass fillet welds.	Y	C		TA-1	AWS-CWI	
3) Single-pass fillet welds > 5/16"	Y	C		TA-1	AWS-CWI	
4) Single-pass fillet welds < 5/16"	Y	P		TA-1	AWS-CWI	
5) Floor and deck welds.	Y	P		AWS D1.3	TA-1	AWS-CWI
b. Reinforcing steel (IBC Sect 1903.5.2):						
1) Verification of weldability of reinforcing steel other than ASTM A706.	N					
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 (IBC Sect 1704.3.2) with approved construction documents:						
a. Details such as bracing and stiffening.	Y	P		SI-1	PE/SE or EIT	
b. Member locations.	Y	P		SI-1	PE/SE or EIT	
c. Application of joint details at each connection.	Y	P		SI-1	PE/SE or EIT	



**Structural Schedule of Special Inspection Services – Exhibit B**  
**FABRICATION AND IMPLEMENTATION PROCEDURES – STRUCTURAL STEEL**

VERIFICATION AND INSPECTION  IBC Section 1704.2	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	TASK COMPLETED
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	Y	S	Fabricator shall submit one of the two qualifications	SI-1	PE/SE or EIT	
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	SI-1	PE/SE or EIT	

**Structural Schedule of Special Inspections – Exhibit C**  
**SEISMIC RESISTANCE - STRUCTURAL**

VERIFICATION AND INSPECTION	Y/N	EXTENT: CONTINUOUS, PERIODIC, SUBMITTAL, OR NONE	COMMENTS	AGENT	AGENT QUALIFICATION	TASK COMPLETED
IBC Section 1707						
1. Special inspections for seismic resistance. Special inspection as specified in this section is required for the following:			Seismic Design Category: C R=3			
a. The seismic-force-resisting systems in structures assigned to Seismic Design Category C, D, E or F	N					
2. Structural steel: Continuous special inspection for structural welding in accordance with AISC 341. Note: Agent must be present to observe certain welding process.	N					
3. Structural wood:						
a. Continuous special inspection during field gluing operations of elements of the seismic-force-resisting system.	N					
b. Periodic special inspections for nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system, including drag struts, braces and hold-downs	N					
4. Cold-formed steel framing: Periodic special inspections during welding operations of elements of the seismic-force-resisting system. Periodic special inspections for screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system, including struts, braces, and hold-downs	N					
4. Seismic isolation system. Provide periodic special inspection during the fabrication and installation of isolator units and energy dissipation devices if used as part of the seismic isolation system	N					

**Quality Assurance Plan – Seismic and Wind – Exhibit C**

**QUALITY ASSURANCE FOR SEISMIC RESISTANCE CHECK LIST [IBC 1705]**

**Seismic Design Category C**

**FOR SEISMIC DESIGN CATEGORY C OR HIGHER:**

Structural:

- The seismic-force-resisting systems
  - Steel Braced Frames and associated connections/anchorage
  - Steel Moment Frames and associated connections
  - Shear walls:  CMU  Wood  Concrete
  - Other:
- Diaphragms:  Floor  Roof

**QUALITY ASSURANCE FOR WIND RESISTANCE CHECK LIST [IBC 1706]**

**Wind Exposure Category B**

REQUIRED	NOT REQUIRED	NOT APPLICABLE	<b>QUALITY ASSURANCE PLAN REQUIREMENTS</b> (A Quality Assurance Plan is required where indicated below)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	In wind exposure Categories A and B, where the 3-second-gust basic wind speed is 120 miles per hour (mph) (52.8 <i>m/sec</i> ) or greater.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	In wind exposure Categories C and D, where the 3-second-gust basic wind speed is 110 mph (49 <i>m/sec</i> ) or greater.

Prepared by:

Building Code Official's Acceptance:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Contractor's Statement of Responsibility – Exhibit D

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Each contractor responsible for the construction or fabrication of a system or component designated in the Quality Assurance Plan must submit a Statement of Responsibility to the Building Official and the Owner prior to the commencement of work on the system or component. The Statement of Responsibility is required for Seismic Design Category C or higher. Make additional copies of this form as required.

Forms shall be completed by the following:

1. General Contractor – Allied Cook Construction
2. Steel Fabricator
3. Steel Erector

Project: ***Berlin City TSL Showroom and Service Additions, Portland, Maine***

Contractor's Name: **Allied Cook Construction**

Address: 8 US Route 1, Scarborough, Maine 04074

License No.:

Description of designated building systems and components included in the Statement of Responsibility:

### Contractor's Acknowledgment of Special Requirements

I hereby acknowledge that I have received, read, and understand the Quality Assurance Plan and Special Inspection program.

I hereby acknowledge that control will be exercised to obtain conformance with the construction documents approved by the Building Official.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Contractor's Provisions for Quality Control

Procedures for exercising control within the contractor's organization, the method and frequency of reporting and the distribution of reports is attached to this Statement.

Identification and qualifications of the person(s) exercising such control and their position(s) in the organization are attached to this Statement.

## EXHIBIT E — Terms and Conditions

This is an exhibit attached to and made part of the agreement dated March 26, 2012 between Becker Structural Engineers, Inc and Summit Automotive Partners  
(Special Inspector) (Owner)

### Section 1 - General

#### 1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Letter Agreement, and Exhibits A through D, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Special Inspector (SI).
- 1.1.2 The Letter Agreement and Exhibits A through D may limit or negate the applicability of portions of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

#### 1.2 General obligations of the Special Inspector and the Owner:

- 1.2.1 Becker Structural Engineers, Inc. hereinafter referred to as the Special Inspector (SI), shall provide Special Inspection Services related to the project as summarized in the Schedule of Special Inspections, Exhibit B, and as further detailed in these Terms and Conditions.
- 1.2.2 The Owner shall provide to the SI a complete set of Contract Documents, sealed by the Design Professional and approved by the Building Official.
- 1.2.3 The Owner shall direct the Contractor to notify the SI of the Contractor's progress so the SI will have at least 24 hours notice prior to performance of work that will require inspection or testing.
- 1.2.4 The Owner shall designate a person to act with authority on his or her behalf in all aspects of the project.
- 1.2.5 The SI shall designate a person or persons to act with authority on his or her behalf with respect to all aspects of the project,
- 1.2.6 The SI or his or her designee shall notify the Contractor of his or her presence and responsibilities at the job site.
- 1.2.7 The SI shall submit interim reports as may be required by the Building Official.
- 1.2.8 The SI shall submit to the Building Official the final report of the SI before issuance of the Certificate of Occupancy.

#### 1.3 Definitions

- 1.3.1 **Special Inspection Program** is the mandatory quality assurance requirements for structural elements.
- 1.3.2 **Special Inspector (SI)** is the Owner's agent that implements the Special Inspection Program for the project.
- 1.3.3 **Statement of Special Inspections** is the document filed with and approved by the Building Official that lists the materials and work requiring special inspection as stated in Exhibits A through D. This document shall include the inspections to be performed, and the individuals, agencies and/or firms to be retained for conducting such inspections.
- 1.3.4 **Testing Laboratory** is an agency or firm qualified to inspect structural elements and perform field and laboratory test to determine the characteristics and quality of building materials and workmanship.
- 1.3.5 **Contract Documents** are the Engineering and Architectural Drawings and Specifications issued for

construction purposes, plus the Clarification Drawings, Addenda and Change Orders issued and acknowledged, including Contractors designed elements.

- 1.3.6 **Inspect and Inspection** are visual observation of materials, equipment, or construction work, on an intermittent basis, and as defined in Exhibits A through D, to determine that the work is in substantial conformance with the requirements of the Contract Documents.

## Section 2 - Services

- 2.1.1 Services include implementation of the Special Inspection Program as designated in the Summary of Special Inspections for the Project and further detailed below. Some inspection and testing duties are to be performed by Testing Laboratories retained by either the Owner or the SI, as agreed.

- 2.1.2 Unless otherwise stated in the Agreement, the SI will provide only the following Services, as applicable to the Project.

- 2.1.3 Administrative Services:

- The SI shall keep records of all inspections related to the "Schedule of Special inspections Services", Exhibit B.
- The SI shall review inspection and materials testing reports and will bring discrepancies to the attention of the Contractor.
- The SI shall distribute reports to the Building Official, the Architect, SER, Contractor, and the Owner. Reports will be submitted monthly unless more frequent submissions are requested by the Building Official.

- 2.1.4 In-Plant Review:

- The SI shall review the Fabricator's facility to verify that the Fabricator maintains detailed fabrication and quality control procedures which provide a basis for inspection control of workmanship and the Fabricator's ability to conform to approved drawings, project specifications and referenced standards. The SI shall review the procedures for completeness and adequacy relative to the Building Code requirement for the Fabricator's scope of work.
- The SI shall not be responsible for the means, methods, techniques, sequences, or procedures selected by the Fabricator or safety precautions and program incident to the work of the Fabricator. The SI's efforts will be directed toward providing a greater degree of confidence for the Owner and the Building Official that the completed work of the Fabricator will conform to the Contract Documents. The SI shall not be responsible for the failure of the Fabricator to perform the work in accordance with the Contract Documents.

- 2.1.5 Certificate of Compliance Review:

- Certificates of Compliance shall be reviewed for conformance with the standards specified in the Contract Documents. Discrepancies will be brought to the attention of the Contractor.

- 2.1.6 Field Review:

- The SI shall make site visits to inspect work designated to be reviewed by the SI in the Statement of Special Inspections for the Project.
- The SI shall prepare a report following each site visit.
- The SI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or safety precautions and programs incident to the work of the Contractor. The SI's efforts will be directed toward providing a greater degree of confidence for the Owner and the Building Official that the completed work of the Contractor will conform to the Contract Documents. The SI shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

- 2.1.7 Material Testing and Inspection:

- The SI shall review reports from Testing Laboratories to determine if the testing laboratory has verified conformance of the reported item of work with the Contract Documents.
- The SI shall initiate appropriate action in response to those reports, if required.

### **Section 3 - Fees and Payments**

#### **3.1 Fees and Other Compensation**

3.1.1 Fees and Compensation for Reimbursable Expenses are set forth in the letter Agreement.

#### **3.2 Payments on Account**

3.2.1 Invoices for the SI's services shall be submitted, at the SI's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.

3.2.2 Retainers, if applicable, shall be credited to the final invoice(s).

3.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SI in writing within 10 days of receipt of the invoice. A failure to notify the SI within this period shall constitute an acknowledgement that the service has been provided and that the invoice is correct.

#### **3.3 Late Payments**

3.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.

3.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SI may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

### **Section 4 - Insurance, Indemnifications and Risk Allocation**

#### **4.1 Insurance**

4.1.1 The SI shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SI from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SI's services under this Agreement, and from claims under the Workers' Compensation acts. The SI shall, if requested in writing, issue a certificate confirming such insurance to the Owner.

4.1.2 The Owner shall verify that the Contractor maintains insurance that will adequately protect the Contractor from claims.

#### **4.2 Indemnifications**

4.2.1 The Owner shall indemnify and hold harmless the SI and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SI) or anyone for whose acts any of them may be liable.

4.2.2 The Owner shall indemnify and hold harmless the SI and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site.

### **4.3 Risk Allocation**

- 4.3.1 In recognition of the relative risks, rewards and benefits of the Project to both the Owner and the SI, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the SI's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause Or causes, shall not exceed the amount of \$50,000, the amount of SI's fee (whichever is greater). In the event the Client does not wish to limit BSE's liability for this work, or subsequent work done under this project number, to the greater of \$50,000 or BSE's fee, BSE may agree to a higher limitation of liability if parties mutually agree in writing to an increase in BSE's fee because of the higher risk BSE may assume . Such causes include, but are not limited to, the SI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## **Section 5 - Miscellaneous Provisions**

### **5.1 Termination, Successors and Assigns**

- 5.1.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the SI for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 5.1.2 The Owner and the SI each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 5.1.3 Neither the Owner nor the SI shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SI from employing such independent consultants, associates and subcontractors as he or she may deem appropriate to assist in the performance of services hereunder.
- 5.1.4 The SI and Owner agree that the services performed by the SI pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Si or the Owner to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the SI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

### **5.2 Disputes Resolution**

- 5.2.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).