

REQUEST FOR PROPOSALS SPECIAL INSPECTION SERVICES

Town of Pendelton – Community Center
6750 Campbell Blvd.
Lockport, NY 14094

Nussbaumer & Clarke, Inc. Project No. 22J1-0123



August 9, 2023

1.0 INTRODUCTION

Nussbaumer & Clarke, Inc. (Nussbaumer) acting as Construction Administrator on behalf of the Owner, Town of Pendelton, is soliciting Proposals for all specified Special Inspections and Technical Quality Control Testing that is identified in the contract documents as the Owner's responsibility and as required by the State of New York. These services will be performed during the construction of the **Town of Pendelton Community Center** Project, located at 6750 Campbell Blvd. Lockport, NY 14094. Construction is expected to begin in September of 2023, as shown in the contract documents, and be completed within an approximate 12-month construction period.

These services are required to provide assurances that materials purchased and installed meet the requirements of the contract documents. Only actual hours worked will be charged; no minimum charges will be allowed. For example, if work is 2 hours on-site, a half day will not be charged; if work is 6 hours on-site, a whole day will not be charged.

Special Inspection Services for this project will be performed on a Time and Materials, Not-to-Exceed basis, using the unit prices furnished in Attachment A. Unit prices are to include all necessary and incidental costs associated with the testing and inspection including, but not limited to, any labor costs, costs to secure/pick up samples, field curing, transportation, storage, material, laboratory costs, sub-contractor testing, equipment, supplies, administrative costs, report costs, mileage reimbursement, overhead, profit, etc. Reimbursement will only be for actual samples tested and for actual hours on-site or in the laboratory. Daily reports with actual tests performed and labor hours expended will require sign-off by the Construction Administrator's on-site representative or coordinating contractor for reimbursement. Handling of travel time, mileage, and travel-related costs shall be clearly outlined in your proposal.

The Testing Agency, including any necessary Sub-consultants, and any personnel engaged in this testing and inspection, shall comply with the requirements of the Contract Documents.

Each bidder *must* have the necessary experience, organizational and technical skills required to perform the services, and have the technical and financial resources to complete the necessary amount of work that will be required. They must also have a satisfactory record of performance on previous projects of similar size and nature and will be required to provide satisfactory references of previous performance.

Due to the large number of drawings and specifications for this project, Nussbaumer will be unable to provide hard copies of Contract Drawings and Specifications to the firms providing proposal for the Special Inspections. Contract Drawings and Specifications will be made available electronically as indicated below for the bidding firms and the selected firm to download and reproduce at their own expense. It is the Bidder's responsibility to ensure and verify that all drawings are printed to the correct scale.

Electronic bidding documents will be made available by Nussbaumer through a shared One Drive folder.

Any questions you have while preparing your proposal should be submitted by 3:00PM (EST) on Wednesday August 16, 2023 by email to Chris Freese at the following email address: cfreese@nussclarke.com

Time and Materials, Not-to-Exceed proposals for Special Inspection Services must be submitted electronically by 3:00PM (EST) on Friday August 18, 2023 by email to Chris Freese at the following email address: cfreese@nussclarke.com

2.0 PROPOSAL REQUIREMENTS

- A. All bidders shall submit a Time and Materials, Not-to-Exceed Proposal for all necessary services. This is required for the Owner to confirm the budget set aside for these services is sufficient.
- B. Unit Price Proposal Form – Attachment A. Clearly identify and additional unit price items you feel are necessary and state why.
- C. Certificate(s) of Insurance. Refer to Attachment B for requirements and the limits of coverage required.
- D. A listing of key employees that will be assigned to the project along with a resume summarizing their qualifications, relevant certifications, and relevant experience. Include with the resume the office each employee is assigned to.
- E. A listing of any sub-consultants or sub-contractors to be used.
- F. A minimum of (3) client/project references.

3.0 TERM OF WORK

Unit prices are to remain in effect for one (1) year from the date of written Notice to Proceed.

4.0 ADDITIONAL REQUIREMENTS

The Owner, Town of Pendleton, will directly retain the services of the Special Inspector and Testing Laboratory to provide the services as specified in Contract Document, with the following additional requirements:

- A. All testing and inspection of construction activities as specified. Each inspector is to contact the Construction Administrator's on-site representative prior to the start of each day's work.
- B. To oversee the Contractor's work practices and ensure compliance with applicable regulations, standards and the contract documents (CDs).
- C. To maintain a detailed project logbook that shall include, but not be limited to, a chronological record of site visits, inspections, tests, re-tests, photos (with date and location), correspondence, explanations of unusual occurrences, meetings, phone conversations, general information relating to the project, etc.
- D. To submit a comprehensive daily report to the Construction Administrator's on-site representative after each day's work. This daily report will include, but not be limited to the actual hours on-site, inspection work performed, Contractor(s) involved, copies of batch tickets, welder certification(s), delivery tickets, as applicable, etc. This report is to be submitted prior to leaving the site for agreement/sign-off by the Construction Administrator's on-site representative or coordinating contractor.
- E. To submit a detailed test report to the Owner, Architect and Construction Administrator summarizing the results of all inspections and tests and any requirements for re-testing. These reports must be submitted in a timely manner so as not to delay the construction progress.



ATTACHMENT A

UNIT PRICE PROPOSAL FORM

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Item	Description		
1	Concrete and Masonry Field Inspector Weekday Rate	\$	Per Hour
2	Concrete and Masonry Field Inspector Overtime (Saturday, Sunday, Holiday) Rate	\$	Per Hour
3	Geotechnical and Materials Engineer Weekday Rate	\$	Per Hour
4	Geotechnical and Materials Engineer Overtime (Saturday, Sunday, Holiday) Rate	\$	Per Hour
5	Geotechnical Engineer (P.E.) Weekday Rate	\$	Per Hour
6	Geotechnical Engineer (P.E.) Overtime (Saturday, Sunday, Holiday) Rate	\$	Per Hour
7	Special Inspector Oversight (P.E.) Weekday Rate	\$	Per Hour
8	Special Inspector Oversight (P.E.) Overtime (Saturday, Sunday, Holiday) Rate	\$	Per Hour
9	In Place (Nuclear) Density Test – ASTM D2922	\$	Per Test
10	Moisture Content – ASTM D2216	\$	Per Sample
11	Standard Proctor Test – ASTM D698 (including specific gravity test)	\$	Per Test
12	Modified Proctor Test – ASTM D1557 (including specific gravity test)	\$	Per Test
13	Sieve Analysis of Proposed Backfill Material	\$	Per Analysis



ATTACHMENT B

INSURANCE REQUIREMENTS

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In undertaking the performance of services under this project, the Special Inspector and Testing Agency shall be bound to maintain policies of insurance and coverage as outlined below. If the Special Inspector and Testing Agency does not have the required insurance coverages, the cost to obtain such additional insurance shall be included in your bid proposal.

No representation is made that the insurance requirements of this Agreement are sufficient to cover the obligations of the Special Inspector and Testing Agency under this Agreement, nor do they limit the extent of the Special Inspector and Testing Agency's indemnity obligations under this Agreement. OWNER reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

MINIMUM SCOPE AND LIMIT OF INSURANCE

1. Contractor's Liability Insurance and Indemnity
 - A. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS
 1. CONTRACTOR shall purchase and maintain such insurance as will fully protect him from claims set forth below which may arise out of or result from CONTRACTOR's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - a) Claims under workmen's compensation and disability benefit acts;
 - b) Claims for damages because of bodily injury, occupational sickness or disease or death of his employees;
 - c) Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;
 - d) Claims for damages insured by usual personal injury liability coverage which are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or 2) by any other person; and
 - e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 2. Certificates of Insurance acceptable to OWNER shall be filed with OWNER prior to commencement of the Work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days' prior written notice has been given to OWNER.
 3. CONTRACTOR shall furnish the Certificates of Insurance of each Subcontractor employed in the performance of the Work under this Contract, showing that said Subcontractors have complied with all the requirements of this Contract with reference to insurance to be furnished by such Subcontractor.

4. CONTRACTOR shall procure and maintain, at his own expense during the Contract time, liability insurance as hereinafter specified:
 - a) Commercial General Liability, including Products, Completed Operations and Contractual Liability:
 1. Bodily Injury \$2,000,000 Each Occurrence/Aggregate (C.2)
 2. Property Damage \$2,000,000 Each Occurrence/Aggregate (C.2)
 3. Bodily Injury and Property Damage Combined \$2,000,000 Each Occurrence/Aggregate (C.2)
 - b) Automobile Liability, including all owned, non-owned, and hired autos:
 1. Bodily Injury and Property Damage Combined \$1,000,000 Each Occurrence/Aggregate (C.2)
 - c) Excess/Umbrella Liability, Bodily Injury and Property Damage Combined \$5,000,000 Each Occurrence/Aggregate
 1. Explosion, collapse and underground hazard exclusions must be deleted.
 2. If Commercial General Liability annual aggregate policy, the annual aggregate limits must apply "per project" (Endorsement CG 2503 or equivalent), as confirmed by the Certificate of Insurance.
 - d) Workmen's Compensation and Employees Liability
 1. Workmen's Compensation New York Statutory
 2. Employees Liability \$100,000 each accident (\$5,000,000 if self-insured)
 - e) Disability Benefits: According to State regulations or acceptable substitute.
5. CONTRACTOR shall procure and maintain, at his expense, during the Contract time, in accordance with the provisions of the State in which the Work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any Work is sublet, CONTRACTOR shall require each Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not covered under Workmen's Compensation statute, CONTRACTOR shall provide and shall

cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

- a) Workmen's Compensation Insurance. A policy shall be maintained covering the obligations of the CONTRACTOR in accordance with the provisions of Chapter 615 laws of 1922 as amended also known as Chapter 67 of the Consolidated Laws of New York, as amended, known as the Workmen's Compensation Law, covering all operations under the Contract, whether performed by him or by his Subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workmen's Compensation Law. (State Finance Law, Section 142)

B. INDEMNITY

CONTRACTOR or Party-in-Interest shall defend, protect, indemnify and save harmless the OWNER, its Consulting Engineers, and their respective officers, agents, servants, and employees along with the parties to be listed as additional insureds on insurance policies as listed below, from any and all damages or claims whatsoever, occasioned or caused to any person, partnership, association or corporation, or occasioned or caused to any property, arising out of or from the negligence, failure to act, or want of care or supervision of CONTRACTOR, Party-in-Interest and/or OWNER, its Consulting Engineers, their respective officers, agents, servants, employees and subcontractors, or anyone directly or indirectly employed by them, in the performance or non-performance of this Contract, or from any defective condition of the materials furnished or supplied under this Contract.

CONTRACTOR or Party-in-Interest will, at his own expense, defend, indemnify, and save harmless, and repair any damage that shall in the course of the Work, and in the course of construction under this Contract be done or caused to any road, private right-of-way, adjacent/abutting/or overhead property, which shall include, but shall not be limited to lands, foundations, walls, buildings (abutting, under or overhead) and structures of all kinds, and shall make good any damage arising from physical injuries to owners, lessees, operators or occupants of any buildings and/or structures.

The liability of CONTRACTOR or Party-in-Interest is absolute, and is not dependent upon any question of negligence, whether on the part of CONTRACTOR, the Party-in-Interest, OWNER or any agent or employee of OWNER.

C. PARTIES TO BE LISTED AS ADDITIONAL INSURED ON INSURANCE POLICIES

Town of Pendleton
Town Hall
6570 Campbell Blvd
Lockport, NY 14094

Life by Design
6324 Robinson Road
Lockport, New York 14094

D. CERTIFICATE HOLDERS

Town of Pendleton
Town Hall
6570 Campbell Blvd
Lockport, NY 14094