

RFQ/RFP # 2

REQUEST FOR QUALIFICATIONS & PROPOSALS
FOR
PROJECT MANAGEMENT/ OWNER’S REPRESENTATIVE
SERVICES
FOR
THE SHERMAN SCHOOL REPAIRS AND
IMPROVEMENT PROJECT

INVITATION TO BID
Date of Issuance: January 17, 2023

The Town of Sherman School Building Committee (“SSBC”) is seeking qualifications and proposals from qualified firms to provide certain Project Management/Owner’s Representative services in connection with the planning and construction of the Sherman School Repairs and Improvement Project (the “Project”). This solicitation is both a request for qualifications and a request for proposals (RFQ/RFP). The services to be performed are described in the Instructions to Bidders. The Instructions to Bidders and other bid documents may be viewed on the Board’s website at: https://www.shermanschool.com/about_us/school_building_committee/procurement (“Board’s Website”) under the heading “Project Management/ Owner’s Representative Services” or the Connecticut Department of Administrative Services Contracting Portal which may be accessed at: <https://portal.ct.gov/DAS> (“State Portal”).

Bidders must respond to both the RFQ and the RFP; however, such responses must be submitted in **separate sealed envelopes** clearly marked with the name of the Bidder and the words **“Response to RFQ for # 2 – Project Management/Owner’s Representative”** or **“Response to RFP for # 2 – Project Management/Owner’s Representative”**, as applicable. Each sealed envelope shall include **four (4) written copies** of the enclosure along with one (1) PDF copy of the enclosure on an external drive. No fee or hourly rate information shall be included except in the sealed envelope containing the Response to the RFP.

Submittal Packages must be received by Sherman’s School’s Office of the Superintendent, at Sherman School 2 CT-37, Sherman CT 06784 no later than **February 17, 2023 at 5 P.M.** Submittal Packages shall be clearly marked on the outside, “RFQ/RFP # 2 – Project Management/Owner’s Representative Services” and include the name of the submitting Bidder.

Opening of submittal packages (excluding the sealed envelope containing the responses to the RFP) shall take place at the Sherman’s School’s Office of the Superintendent or a designated Meeting Room, at the Sherman School, 2 CT-37, Sherman, CT 06784 at **5 P.M. on February 20, 2023**. Once submittal packages have been opened, no submission may be modified or withdrawn for ninety (90) days after the date such packages were opened.

Any questions concerning this solicitation shall be submitted by email to Pam Bonner, SSBC Chair by email at bonnerp@shermanschool.com no later than **February 3, 2023** and responses will be provided by addendum posted on the Board’s Website and the State Portal no later than **February 10, 2023**.

No Bidder or prospective Bidder shall have any contact or communication with any member of the SSBC, Sherman Board of Education (“Board”), or any other official or representative regarding this procurement during the procurement phase except as expressly provided in this Invitation to Bid. Failure to comply with these conditions will result in the disqualification of the noncomplying Bidder.

The SSBC reserves the right to amend or withdraw this Invitation to Bid and the RFQ/RFP for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Proposal, and to make such award (or make no award) of a contract in connection with this RFQ/RFP all as determined by the SSBC, in its discretion, to be in the best interest of the Board. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete responses. A Bid may also be rejected if, in the opinion of the SSBC, the Bid does not meet the standard of quality established by the RFQ/RFP. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the SSBC to reject any and all Bids, in whole or in part.

INSTRUCTIONS TO BIDDERS

GENERAL BACKGROUND AND SCOPE

The SSBC is seeking a qualified firm to provide Project Management/Owner's Representative Services (OPM) for the planning and construction of the Sherman School Repairs and Improvement Project (the "Project").

Subject to the prior authorization to proceed with services in regard to each phase identified below, the OPM will assist the SSBC during the design, referendum, bid, construction and close-out phases of the Project. The OPM will also assist the SSBC in analyzing alternatives and in seeking the best-value option to enable the SSBC to make an informed decision before proceeding to referendum for the Project.

BACKGROUND

The Sherman School was built in 1937 (the historical K- Wing) with additions and renovations taking place in 1953, 1961, 1971, 1992, and 2000. Currently the facility serves approximately 270 students in Grades PK-8 and is the only school facility in Sherman. The structure has two levels in most locations totaling 85,745 gross square feet, approximately 44% of which are currently utilized for non-educational purposes, creating a higher than average efficiency factor. The facility and site are located within a nationally registered historic district and sit at a prominent intersection in the historical community center.

In 2017, the Board engaged Friar Architecture to perform a study regarding the condition of the Sherman School facility and site. That firm issued to the Board the *Facility Survey, Code Analysis, and Buildings & Grounds Survey & Master Plan for The Sherman School* in November 2018 (the "Facility Study"). The Facility Study provided the Board with an in-depth analysis of the school's condition, identifying potential areas of concern and rating the useful life of various elements. At that time, the overall facility and site were rated in fair condition and absent substantive repairs will be rated in poor condition between 2023 and 2027.

The SSBC has retained Antinozzi Associates ("A/E") to provide comprehensive design services from conceptual design to construction administration, including consultant services for analysis and design of safety and security, and analysis and design of air quality and energy efficiency. Services shall also include the provision of verified cost estimates. The design and project plan must appropriately reflect the unique circumstances of Sherman as a small, historic, and rural community, projected enrollment and the fluctuating size of grade level cohorts, as well as, all mandated requirements related to the construction and/or operations of educational facilities in the State of Connecticut.

The SSBC seeks a collaborative process and it is anticipated that, in addition to the A/E, they will utilize a Construction Manager at Risk project delivery method constructed through a Construction Manager with a guaranteed maximum price contract.

PROJECT SCOPE

General Services:

1. Undertake the management of, and be the facilitator for, the SSBC.
2. Provide consultation services, working closely with the SSBC, A/E, construction manager, Board and Town in every aspect of the Project including planning, project development, design, project management, estimating, construction, commissioning and close-out.
3. Assist with the completion of, review and provide input on developing and submitting required state filings (with associated back up), including the grant and reimbursement application and management process.
4. Work closely with the Connecticut State Department of Education (“CSDE”), Bureau of Grants Management, CT State Department of Administrative Services (“DAS”), Office of School Construction Grants and Review (“OSCG&R”) (collectively, the “Agencies”), members of the SSBC and all appropriate Town and Board members on all aspects of the Project, including the grant acquisition process, reimbursement applications and management process.
5. Make required presentations to all appropriate Town representatives/agencies, SSBC and the Board in conjunction with the SSBC, A/E and construction manager when appropriate.
6. Review and oversee critical path schedules for design and construction for the Project.
7. Review and oversee Project budgets, schedule and cash flow projections.

Phase One – Conceptual and Schematic Design:

1. Conceptual Design
 - a. The OPM shall verify and reconcile the conceptual cost estimate with the A/E’s estimate in an effort to formulate a true budget amount to allow the Town to agree to and finalize the budget, which will then then forwarded to the Town for referendum approval. The budget estimate will be inclusive of all work associated with the Project including “soft” and “hard” construction costs, site development costs, bonds, insurances and contingency accounts.
2. Schematic Design
 - a. Review documents and models prepared by the A/E (which become property of the SSBC) to describe the size and scope of the Project, including architectural, structural, mechanical and electrical systems, and security systems, and other elements as necessary to inform the community about the Project.
 - b. Further verify and reconcile the cost estimate produced by the A/E’s consultant.
 - c. Meet with Town representatives, Town residents, news and social media, governing boards and commissions, and others as necessary to obtain funding

approval and update citizens on Project progress. This shall include public information materials to be distributed to all Town residents.

Phase Two – Design Development to Project Completion – To be implemented only upon Referendum and Funding Approval for the Project and authorization from the Town to proceed with Phase Two services based on the recommendation from the SSBC that Phase One services have been successfully completed. If Phase Two services are so authorized to proceed, the contract will be amended to incorporate such services and the terms and conditions applicable thereto in accordance with the Board Purchasing Policy.

1. Design Development
 - a. Attend bi-weekly and special meetings between SSBC and A/E to assist in development of design for the Project. Attend all pre-construction meetings.
 - b. Further develop Owner's Contingencies for inclusion in Project detailed estimate.
 - c. Aid the SSBC in solicitation, interview and selection of the Construction Manager at Risk (CM) for the Project.
2. Pre-Construction Phase- Bidding and Pre-construction services
 - a. Attend pre-bid meetings on behalf of the SSBC.
 - b. Review Bidding format, procedures and criteria proposed by the CM to be utilized in the bid process.
 - c. Assist SSBC in negotiating Guaranteed Maximum Price with CM.
 - d. Review detailed Guaranteed Maximum Price proposal prepared by CM inclusive of all costs associated with the construction of the Project and Contingencies.
 - e. Attend all Pre-construction meetings on behalf of SSBC.
 - f. Coordinate all required Environmental and Hazardous Materials studies and testing if required. Consultant to be selected by SSBC.
 - g. With the A/E, attend and represent the SSBC in front of all required regulatory permitting agencies and meetings on the Project. Coordinate Local Agency approval process (Planning & Zoning and Conservation Commission).
 - h. Review the CM and A/E detailed project phasing, construction scheduling and construction requirements.
 - i. Review CM Quality Control and Safety Programs
 - j. Review bonding format, procedures and criteria with CM.
 - k. Review Insurance Certificates
 - l. Review Project Master Schedule with A/E and CM
 - m. Review Bid FF&E and Technology packages prepared by A/E and Board respectively. Coordinate delivery, inspection and quality control, and installation of the FF&E and Technology.
3. Construction Phase
 - a. Provide administration of the construction project. Serve as the advisor to the SSBC during this phase. An OPM's Representative shall attend all SSBC regularly scheduled meetings as required. Assume a minimum of two (2) meetings per month with the SSBC for the duration of the Project.
 - b. Provide on-site full time Owner's Representation for the Project whenever construction activity is on-going in accordance with the Project schedule including second shifts and weekends. Duties of on-site Owner's Representative will include, but not limited to, the following:

- i. Attend all on-site meetings throughout the Project. Attend special job meetings as required. These may be scheduled in conjunction with regular job site meetings. The CM shall run the job meeting and have the minutes prepared and distributed. Review job meeting minutes as prepared by the CM for accuracy.
 - ii. Keep records on the Project to include daily reports tracking contractor and sub-contractor on-site work crews including number of workers and hours worked, work completed that day, correspondence, reports of the job meetings, shop drawings, sample submissions, change orders, additional drawing clarifications, interpretations of the contract documents, progress reports and other project related documents and other pertinent information.
 - iii. Throughout construction, verify work in progress and work not commenced.
 - iv. Coordinate with the CM in the administration of the inspection and testing of materials as tested on the job site. Witness on-site third-party tests and record in testing log.
 - v. Ensure materials delivered to site are in compliance with approved submittals and no substitutions have been made without written approval by the A/E.
 - vi. Keep a log of construction deficiencies. Log to include type of deficiency, date deficiency was discovered and contractor notified, contractor plan of action to correct deficiency, date of planned correction, and date of actual completion of work to correct deficiency.
- c. Participate in remediation of conflict resolution should conflict arise between A/E and CM, A/E and SSBC, and/or CM and SSBC.
- d. For the testing of materials inspection services relating to independent inspection and testing agencies administrated by the CM, the OPM shall;
 - i. Evaluate compliance by testing and inspection agencies with the required scope, standards, procedures and frequency
 - ii. Review inspection and test reports and notify the SSBC and Contractor(s) of observed deficiencies in the Work.
- e. Review all Change Order requests for necessity, accuracy and cost. Provide remedies for errors and omissions.
- f. Conduct inspections as necessary to determine progress and completion of work, and prepare a punch list of incomplete/unsatisfactory items and schedule their completion.
- g. Coordinate with the CM in maintaining an updated list of all contractors, subcontractors and major suppliers of materials and equipment. The list shall include the company name, address, telephone number, fax number, email address and a contact person's name and address.
- h. Advise the SSBC upon any special construction problems that may arise in carrying out the construction work.
- i. Advise and update SSBC and Town regarding cash flow forecasts.
- j. Throughout construction, verify work in progress and work not commenced.
- k. Make final reviews and reports on the acceptability of the completed work.
- l. Oversee Commissioning Agent services. Commissioning Agent to be selected by the SSBC. Coordinate with CM and A/E to resolve identified deficiencies.

- m. Advise the Owner in determining the final acceptance and completion of the work, and confirm that all documents, warranties, manuals, bonds, as-built drawings, etc. have been turned over to the SSBC.
 - n. Coordinate with the A/E and CM in preparing a punch list prior to project “substantial completion” and follow up with the CM on completion of same.
 - o. Conduct inspection(s) upon notice by the CM that the Work is ready for final inspection and acceptance.
4. Post Construction Phase
- a. Prepare specifications for Moving Services, bid, and recommend award.
 - b. Coordinate moving services logistics with Sherman School administration, moving contractor and CM for phasing move requirements and final occupancy.
 - c. Final Inspection with the A/E, CM, and Owner’s Representative to verify final completion of the Work.
 - d. Assisting the CM in the receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Board and Town against liens.
 - e. Coordinate with the CM in assembling instructions, guarantees, certificates, parts lists and attic stock submitted by the contractors for compliance to the Contract Documents.
 - f. Coordinate with the A/E and CM to ensure mechanical system and building system suppliers provide operating and maintenance training videos for the end users.
 - g. Monitor status of retainage and recommend to the SSBC the release thereof when applicable.
 - h. Review final project accounting.
 - i. Coordinate with the A/E and CM the Sherman Building Official and Fire Marshal for Temporary and Final Certificates of Occupancy.
 - j. Assist A/E in a ten (10) month re-inspection after project substantial completion to identify any open warranty issues. Assist the SSBC in resolution.
 - k. Review Bonding Agreements and tender recommendations regarding Bond releases.
 - l. Coordinate and prepare all documents and work closely with Agencies and members of the SSBC on all closing documents necessary for the grant audit and reimbursement process.
 - m. Any and all other services not specifically delineated above that would be considered normal and reasonable services to be provided to a client by an OPM for the final design, bidding and construction of the Project of this scope and magnitude.

SELECTION PROCESS

The SSBC shall use a two part quality based selection process in identifying the Contract awardee. First, the SSBC will review all responses to the RFQ to evaluate the qualifications of the Bidders and identify those that are qualified to perform the services for the Project (the “Qualified Firms”).

Second, the SSBC will review the responses to the RFP submitted by the Qualified Firms. Responses to the RFP submitted by firms that are not Qualified Firms will be returned unopened

to the submitting firm. The SSBC will evaluate the responses to the RFP submitted by the Qualified Firms and determine the “four most responsible qualified firms” using the Criteria set forth below.

The four selected firms will be required to make a formal 45- minute presentation to the SSBC, followed by a question and answer session.

The SSBC reserves the right to negotiate with one or more of the Top Four Bidders and to accept modifications to the scope of services and fees proposed when such action would be in the best interest of the Board, but only to the extent that such actions would not constitute a violation of the Board’s Purchasing Policy.

Taking into consideration its ranking of Qualifications Submissions of the Top Four Bidders, interviews with the Top Four Bidders, and fees proposed by the Top Four Bidders, the SSBC will identify one of the Top Four Bidders as its selection for award of the Contract and submit its recommendation to the Town. Although fee proposals will be taken into account as one of the considerations in the overall selection process, the SSBC is not required to award the contract to the Bidder submitting the lowest fee proposal. In its review of responses to this RFQ/RFP and selection of the Contract awardee, the SSBC will be guided by the selection of the Contract awardee that would best serve the interests of the Board

The SSBC will bring the recommendation forward to the Town for approval as required by the Board Purchasing Policies. Provided the award of the contract is properly authorized, the SSBC shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award and (2) a contract for execution by the SSBC and the Contract awardee.

Notwithstanding the SSBC ‘s recommendation, the Town shall not be obligated to award any contract in connection with this solicitation if it is determined by the Town that it would not be in its best interest to do so.

QUALIFICATION CRITERIA

The selection criteria to be utilized by the SSBC in determining the most Qualified Firms shall include:

- a. Bidder’s background, professional expertise and experience providing similar services for similar projects, specifically its expertise in administration of school projects, including size and scope of such projects;
- b. The qualifications of Bidder’s staff that will be working on the Project;
- c. Bidder's ability to meet the requirements, terms and conditions outlined in the RFQ/RFP;
- d. Bidder’s resources and stability;
- e. The Bidder’s ability to complete the Project within the required timeline, and to commit staff in a timely way when requested;
- f. The Bidder’s demonstrated understanding of the services required for the Project and work approach;
- g. Evidence of any special innovative approach that the Bidder proposes to use for the Project; and
- h. The Bidder’s proven ability to submit cost-effective solutions.

- i. The Bidder's experience with the government agencies and ability to deal with the reimbursement process and preparation of related documentation in connection with the Connecticut School Construction Grant Program.
- j. The Project will be subject to the requirements of the Agencies. Candidates shall demonstrate successful experience with the state audits of completed projects and cite examples of successfully audited school projects.

ADDITIONAL SELECTION CRITERIA

In addition to the criteria set forth in (a)-(j) above, the SSBC shall also take into consideration the following criteria:

- a. The Bidder's success in implementing an affirmative action plan;
- b. The Bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17, inclusive, of the Connecticut General Statutes;
- c. The Bidder's promise to develop and implement a successful affirmative action plan;
- d. The Bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- e. The Bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

PROPOSAL CRITERIA

The proposal criteria includes the following:

- a. The firm's fee proposals.
- b. The firm's proposed schedule.
- c. The level of financial stability of the firm.
- d. The level of the firm's insurance coverage.
- e. The degree of resources of the firm that will help facilitate the Project.

PROPOSED ANTICIPATED PROJECT SCHEDULE

Mandatory Site Visit	January 30, 2023
Deadline for submission of RFIs/questions	February 3, 2023
Deadline for posting of responses to RFIs/questions	February 10, 2023
Deadline for Submissions	February 17, 2023
Committee Review of Qualifications Submissions	February 20, 2023
Interviews of Top Four Bidders	February 24, 2023
Selection of Recommendation for Contract Awardee	February 27, 2023
A/E Complete Conceptual Design and Budget Estimate	Est. March 28, 2023
Review of Initial Design, Estimate and Financial Analysis	Est. March 14, 2023
Public Education of Project Prior to Referendum	Est. April & May, 2023
Town Meeting and Referral to Referendum	Est. May 23, 2023
Town Referendum (Legal Warning-Statutory Requirements)	Est. June 3, 2023

SUBMISSIONS AND FORMAT OF PROPOSAL

All responses to the RFP must be provided using the “Bid Form” attached to these Instructions to Bidders as Schedule A. *No Exceptions*.

All responses to the RFQ must conform to these instructions. Information should be complete, accurate and concise. Proposals shall be a **maximum of 30 pages**. In addition, Bidders may enclose no more than 15 pictures to help illustrate a Bidder’s work.

Each Qualifications Submission should include the following and be formatted in this order:

- a. Letter of Interest (not part of 30 page maximum.)
- b. Statement of Professional Qualifications containing the following information:
 - i. Background statement on the firm, principals, staff availability, location, and financial stability.
 - ii. Qualifications and position with the firm of those key individuals who will be assigned to the Project. Include a complete resume and project assignment for each professional or technical person to be assigned to the Project and an organization chart showing the relationship of the team.
 - iii. List and description of similar projects for work done within the last five years and at least three references including contact name, address and telephone number.
 - iv. Submit data regarding maintenance of project schedules and budgets for prior clients.
 - v. Describe the specific cost-saving measures and their magnitude which Bidder has implemented on past projects and how project schedules were improved or expedited to the Owner’s benefit.
 - vi. Work currently under contract and Bidder’s ability to meet the time schedules outlined in the RFQ/RFP.
 - vii. Short description of Bidder’s approach to the Project and a general timeline for completion, including phases if any.
 - viii. Short description of Bidder’s typical fee structure without any specific fee information regarding this Project. Fee structure information is only for assessing the firm’s understanding of the Project.
 - ix. Statement as to why the Bidder is the best qualified to meet the needs of the SSBC.
 - x. Describe experience working with state and local governments, particularly in the context of school construction

Additional Notes

The Board is exempt from paying excise, transportation, and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in proposed fees. No exemption certificates are required and none will be issued, until the contract is executed.

ACCEPTANCE PERIOD

In submitting its response to the RFQ/RFP, the Bidder agrees that its submission may not be withdrawn or modified and will remain valid for a period of ninety (90) days after the opening of Submittal Packages, and may be extended beyond that time by mutual agreement. Prices quoted will be firm for acceptance by the SSBC, for such 90 day period.

CONTRACT

The SSBC intends to utilize the form of contract attached hereto as Schedule B (“Form of Contract”). The successful Bidder will be required to execute a contract substantially in such form. If a Bidder has any objection to any provision of the contract, those objections must be included as part of its response to the RFQ. The SSBC reserves the right to make changes to the Form of Contract as deemed by the SSBC to be in its best interests.

ADDENDA TO THE RFQ/RFP

In the event it becomes necessary to revise any part of this RFQ/RFP, addenda will be posted on the Board’s Website and the State Portal.

BIDDER REPRESENTATION

The submission of a response to this RFQ/RFP shall constitute the Bidder’s representation that it is thoroughly familiar with the services required for the Project and has examined the actual job conditions, requirements and specifications. Any claim for labor, equipment or materials required or difficulties encountered that could have been foreseen will not be recognized.

ASSIGNMENT OF CONTRACT

No contract awarded in connection with this solicitation may be assigned or transferred without the consent of the SSBC, which may be withheld in the SSBC’s absolute discretion.

FEDERAL, STATE AND LOCAL LAWS

All applicable Federal, State, and local laws, and rules and regulations of all authorities having jurisdiction over the locality of the Project shall apply to the contract and are deemed to be included herein.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

The successful Bidder will be required to furnish and maintain a comprehensive general liability certificate of insurance naming the Town and the Board as additional insured. The Candidate shall maintain for the life of the Contract the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM

Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town and the Board as additional insured, must be submitted at the time of award.

Commercial General Liability Insurance:

- With a combined single limit of 2,000,000 per occurrence, \$4,000,000 aggregate for bodily injury and property damage.
- The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Commercial Automobile Liability Insurance:

- The firm shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

Worker's Compensation Insurance:

- Workers Compensation Insurance in the required amount as applies to the State of Connecticut and Employers.
- Liability Insurance as follows:
- Bodily Injury by Accident - \$100,000 Each Accident
- Bodily Injury by Disease - \$500,000 Policy Limit
- Bodily Injury by Disease - \$100,000 Each Employee

Umbrella Liability Insurance:

- Firm shall provide Commercial Umbrella Liability insurance with a combined single limit of \$2,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

Professional Liability

- \$1,000,000 per occurrence with a maximum deductible of \$10,000.

Owners Contractors Protective Liability (OCP):

- In the name of the Town of Sherman and Sherman Board of Education
- Each Occurrence \$2,000,000
- General Aggregate \$2,000,000

The Town and the Board shall be listed as additional insureds on Commercial General Liability and Umbrella/Excess policies.

The contract of insurance shall provide for notice to the SSBC of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

Indemnification

The contractor shall defend, save harmless and indemnify the Town and the Board, its officers, agents, employees, members and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the

contractor agrees to indemnify and hold harmless the Town and the Board and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town and the Board or any of their respective members, officers, employees, sub-committees of the Town and the Board or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

INVOICING

Contractor shall prepare invoicing for payment for completed services on a monthly basis in accordance with the terms of the Form of Contract.

INCORPORATED DOCUMENTS

The following documents which will be provided to Bidders electronically are to be considered part of this RFQ/RFP:

- Facility Survey, Code Analysis, and Buildings & Grounds Survey & Master Plan for The Sherman School in November 2018 (the "Facility Study"), prepared by Friar Architecture.
- Currently Anticipated Pre-Referendum Milestone Schedule

SCHEDULE A

RFQ # 2

BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

BIDDER'S NAME & ADDRESS: _____

TELEPHONE #: _____

FAX #: _____

EMAIL ADDRESS: _____

BIDDER'S CONTACT PERSON: Name and Title: _____

Email Address: _____

Telephone # _____

INSTRUCTIONS: *The undersigned Bidder, by its duly authorized representative identified below, having familiarized himself/herself with the documents contained in, attached to or otherwise incorporated by reference in the RFQ/RFP, hereby proposes to furnish the SSBC with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the services specified in and in accordance with the RFQ/RFP and said documents for the sums as indicated below:*

BASE BID

Item # Description

1. **Phase One – Conceptual and Schematic Design**

For all services as outlined in the RFQ/RFP for this Phase One, inclusive of all reimbursable expenses:

Lump Sum Fee of \$ _____

1. **Phase Two – Design Development to Project Completion**
Subject to Conditions as defined under Project Scope.

For all services as outlined in the RFQ/RFP to be performed during this Phase Two, inclusive of all reimbursable expenses:

Lump Sum Fee of \$ _____ allocated per project phase as set forth below:

Design Development Phase	\$ _____
Pre-Construction Phase	\$ _____
Construction Phase	\$ _____
Closeout Phase	\$ _____

Total Lump Sum Fee for Phase One and Phase Two (amount written in words):

_____ and 00/100 Dollars

HOURLY RATES (all-inclusive rates including, without limitation, base salary, fringe and other benefits, insurance taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, illness, medical leave time general and corporate supervision and management expenses, overhead and profit, legal costs and accounting costs):

Title	Rate per Hour
_____	_____
_____	_____
_____	_____

NOTE: Hourly Rates shall be applicable where the SSBC requires the successful Bidder under contract with the SSBC for the Project to provide services beyond the scope of services included under the contract and have not otherwise agreed to a lump sum fee for such services.

Under penalty of perjury, the undersigned declares that no person or persons other than members of Bidder's own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no persons acting for or employed by the Board or the Town is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Board.

Bidder hereby certifies that the Bidder is in compliance, and shall continue to comply, with all terms, conditions, requirements and other directives contained in any applicable local, state or federal regulation, law, statute, policy or other directive including but not limited to those pertaining to affirmative action and prevailing wages, as applicable.

Name of Bidder: _____

By _____ (signature of Bidder's duly authorized representative)

Name: _____

Title: _____

SCHEDULE B
FORM OF CONTRACT

PAGE INTENTIONALLY LEFT BLANK – SEE FOLLOWING PAGES

OWNER'S REPRESENTATIVE SERVICES AGREEMENT

This **PROJECT MANAGEMENT/OWNER'S REPRESENTATIVE SERVICES AGREEMENT** (this "**Agreement**") dated as of the ____ day of _____ 2023 (the "**Effective Date**"), is made by and between _____ a _____, having an address of _____ (the "**OPM**") and the **TOWN OF SHERMAN** (the "**Town**"), acting by and through **THE TOWN OF SHERMAN SCHOOL BUILDING COMMITTEE** (the "**SSBC**") (the Town and SSBC, collectively the "**Owner**") in connection with the Sherman School Repairs and Improvement Project (the "**Project**") to be located at 2 CT-37, Sherman, CT 06784 (the "**Property**").

RECITALS:

A. The Owner has selected OPM to act as Owner's representative and to provide project management and owner's representative services to the Owner in connection with the Project.

B. Owner desires to formally engage OPM to furnish and perform such Owner's management and owner's representative services for the Project and OPM desires to accept such engagement, as described in, subject to, and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. OPM Services. OPM shall manage, arrange, supervise and coordinate the planning, design, construction, and completion of the Project all in accordance with the terms, conditions and limitations set forth in this Agreement and all as more particularly described on **Exhibit A** hereto (collectively, the "**OPM Services**").

2. Project Documents. By the execution of this Agreement OPM hereby acknowledges receipt of, and familiarity with, the following project related documents:

- Facility Survey, Code Analysis, and Buildings & Grounds Survey & Master Plan for The Sherman School in November 2018 (the "Facility Study"), prepared by Friar Architecture.
- Currently Anticipated Pre-Referendum Milestone Schedule

3. OPM's Responsibilities. OPM shall provide the OPM Services in accordance with this Agreement, in a manner consistent with the level of skill and care customarily exercised by members of the project management/owner's representative profession practicing at the same time and locality as the Project and consistent with the best interests of the Owner.

3.1 In providing OPM Services hereunder, OPM shall act as an independent contractor and not as a partner or joint venturer with Owner. Further, this Agreement shall not be construed as creating any joint employment relationship between OPM and Owner, and Owner will not be liable for any obligation incurred by OPM, including but not limited to, unpaid minimum wage and/or overtime premiums, and insurance.

3.2 With regard to the provision of OPM Services, OPM shall have control over the means used to provide the OPM Services. OPM will act as the Owner's representative in all matters relating to the Project to the extent delegated to OPM pursuant to this Agreement. OPM shall cooperate with Antinozzi Associates ("Architect"), the Architect for the Project, and the Construction Manager to be selected by the Owner for the construction of the Project ("CM") in fulfilling its owner's representative responsibilities and furthering the interests of the Owner and the Project. To the extent that OPM engages subconsultants or contractors to perform any part of the OPM Services on behalf of OPM, OPM shall be responsible for all acts and omissions of all of such subconsultants and contractors. OPM shall not engage contractors or subconsultants to provide any of the OPM Services without the prior written consent of the Owner.

3.3 OPM accepts the fiduciary relationship of trust, loyalty, good faith and fair dealing with the Owner and shall endeavor to promote harmony and cooperation among all participants on the Project.

4. Authority of OPM. OPM shall carry out and discharge the responsibilities and obligations of OPM under this Agreement; provided, however, that OPM shall have no right or authority, express or implied, to commit or otherwise obligate the Owner in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the Owner.

5. Schedule. OPM shall commence the OPM Services upon the execution of this Agreement and, subject to the authorization by the Owner in accordance with the requirements set forth on Exhibit A, diligently continue the performance of the OPM Services until completed in accordance with this Agreement, unless this Agreement is sooner terminated in accordance with its terms.

6. Project Team and OPM's Designated Representative. The following persons shall serve as the OPM's team for the Project:

[List names, role and contact info _____].

OPM hereby represents that all such persons have the proper training and experience to competently perform the OPM Services. OPM shall not replace any of such persons except with

prior written notice to, and the consent of, the Owner. OPM's designated representative for the Project shall be:

Name: _____
Address: _____
Tel. No. _____
Email Address: _____

7. **Owner's Designated Representative:** The Owner's designated representative for the Project shall be:

Name: Pamela Bonner, SSBC Chair
Address: 2 CT-37 Sherman, CT 06784 _____
Tel. No. 860-355-3793
Email Address: bonnerp@shermanschool.com

8. **Compliance with Law.** OPM shall perform all of the OPM Services consistent with the laws, regulations, ordinances, and requirements of the federal or any state or municipal governments as are applicable to the performance of the OPM Services (collectively, "**Applicable Law**").

9. **Project Management Fee.** In consideration of the performance of the OPM Services in accordance with this Agreement, the Owner shall pay OPM a lump sum fee in the amount of _____ and _____ (\$ _____) to be allocated as follows:

Phase One:

Conceptual and Schematic Design: \$ _____

Phase Two:

Design Development Phase: \$ _____
Pre-Construction Phases \$ _____
Construction Phase: \$ _____
Post Construction Phase: \$ _____

10. **Invoicing/Payments.** OPM shall submit invoices on a monthly basis reflecting equal monthly installments based on (i) for Phase One, the duration of Phase One identified above and the portion of the Project Management Fee allocated to Phase One as set forth above; and (ii) for Phase Two, the duration of Phase Two identified above and the portion of the Project Management Fee allocated to Phase Two as set forth above. Provided that OPM has performed the Services identified in the invoice in accordance with this Agreement and is not otherwise in default of its obligations under this Agreement, the Owner shall make payment of the amount due under such invoice within thirty (30) days after Owner's receipt thereof.

11. Additional Services. To the extent that the Owner requests that OPM to provide services for the Project beyond the scope of services described in, and included under, this Agreement (the “Additional Services”), OPM shall provide such services. Compensation for Additional Services shall be based on a lump sum fee mutually agreed by the Owner and OPM unless the Owner and OPM cannot agree on a lump sum fee, in which case, compensation shall be based on time spent at the hourly rates set forth on **Exhibit B** (the “Hourly Rates”). The Hourly Rates are all-inclusive rates and shall be applicable for the duration of the Project.

12. Reimbursable Expenses. OPM will not be entitled to reimbursement by the Owner of any costs or expenses under this Agreement.

13. Insurance. For so long as this Agreement is in effect, OPM shall carry and keep in force the types and amounts of insurance set forth on **Exhibit C** hereto. Prior to the commencement of the OPM Services, OPM shall provide the Owner with a currently dated Certificate of Insurance confirming that OPM has obtained and maintains all insurance required hereunder.

14. Indemnity. To the fullest extent permitted by Applicable Law, OPM shall indemnify, defend and hold harmless the Owner and the Sherman Board of Education (“Board”), its directors, officers, officials, committee members, employees, agents and representatives from and against any and all loss, cost, liability, damages, claims, actions, suits, demands, judgments, executions, interest and expense whatsoever, including, but not limited to, costs of investigation, defense and settlement, and all reasonable attorneys’ fees and disbursements, including, but not limited to, claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, for damage or destruction to the Project, the Property or other real or personal property of the Owner or any adjacent property but only to the extent they arise out of the acts or omissions of OPM, its consultants, contractors or any of their respective agents, officials, employees or representatives, in connection with the performance of the OPM Services. In claims against any person or entity indemnified under this Section by an employee of OPM, anyone directly or indirectly employed or retained by OPM or anyone for whose acts OPM may be liable, the indemnification obligation under this Section 14 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for OPM under workers’ compensation acts, disability benefit acts or other employee benefit acts. The Owner reserves the right to approve or reject any legal counsel, expert or consultant intended to be engaged by OPM in fulfillment of OPM’s obligations of indemnity and defense under this Section 14. The obligations of OPM under this Section 14 shall survive the expiration or earlier termination of this Agreement.

15. Cumulative Rights and Remedies. Any right or remedy that the Owner may have at law, in equity or otherwise upon the breach of any covenant, agreement, term, provision or condition in this Agreement by OPM shall be distinct, separate and cumulative and no right or remedy, whether exercised by the Owner or not, shall be deemed to be exclusive of any other.

16. Dispute Resolution.

16.1 OPM and the Owner agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation conducted in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association or such form of non-binding Alternative Dispute Resolution as the parties may otherwise mutually agree.

16.2 Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement, provided that any arbitration proceeding under this Agreement shall be brought in a location selected by the Owner.

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

16.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

16.6 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and CSG under this Agreement.

16.7 The provisions of this Section 16 shall survive the termination of this Agreement.

17. Termination of this Agreement and Owner's Right to Suspend.

17.1 The Owner may terminate this Agreement at any time and for any or no reason upon seven (7) days prior written notice to OPM. Upon such termination, if requested by the Owner, OPM shall provide to the Owner copies of all records in OPM's possession related to the Project (the "**Project Records**").

17.2 OPM may terminate this Agreement upon ten (10) days prior written notice ("**Default Notice**") to the Owner in the event of the Owner's material breach of this Agreement provided such material breach is not cured within ten (10) days after Owner's receipt of the Default Notice. The Default Notice shall describe the material breach and the method(s) by which such breach may be cured. If requested by the Owner, OPM shall provide to the Owner copies of all Project Records.

17.3 In the case of Owner's termination without cause or the OPM's termination for cause under Section 17.2, the Owner shall pay to OPM amounts due to the OPM for OPM Services performed in accordance with this Agreement through the effective date of termination (the "**Termination Payment**"). The Termination Payment shall be made by the Owner within thirty (30) days after receipt of OPM's final invoice reflecting amounts properly due. Such payment obligation and the obligation of OPM to provide Project Records shall survive the termination of this Agreement.

17.4 The Owner shall have the right at any time and for any or no reason to suspend this Agreement and the services to be performed hereunder upon five (5) days' advance written notice by the Owner to OPM. If the Owner exercises this right to suspend, CSG shall cease the performance of all services hereunder unless otherwise expressly provided in the Owner's notice to suspend. Thereafter, OPM shall resume its services hereunder within five (5) days after receipt of notice from the Owner to resume services. The exercise by the Owner of its rights to suspend under this section is not a substitute for, or waiver of, the Owner's rights to terminate this Agreement and, before, during, and after any period of suspension, the Owner may elect to terminate this Agreement as would be in the best interest of the Owner.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to any choice of law provisions.

19. Notices. All notices, requests, approvals, demands, and other communications required or permitted to be given under this Agreement shall be in writing and delivered to the addresses provided below. With the exception of notices of claims or termination, notice may be given by regular mail, facsimile, e-mail, or delivery in person. All notices sent via the U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt. Notices of claims or termination shall be delivered by (i) United States mail as registered or certified mail, postage prepaid, return receipt requested; or (b) reputable overnight delivery service and such notices shall be effective upon receipt. All notices shall be addressed as follows:

If to OPM:

Tel. No. _____

Email Address: _____

with a copy to:

If to Owner:

SSBC
Sherman School
2 CT-37
Sherman, CT 06784
Attention: Pamela Bonner
Phone: (860) 355-3793
Email: bonnerp@shermanschool.com

with a copy to:

Shipman & Goodwin LLP
1 Constitution Plaza
Hartford, CT 06103
Attention: Laurann Asklof, Esq.
Phone: (860) 251-5317
Email: lasklof@goodwin.com

or at such other address as the party to whom the notice is sent shall have designated in accordance with the provisions of this Section.

20. Prohibited Activities and Background and Employment History Checks.

20.1 OPM shall comply with all applicable legal requirements including, without limitation, Connecticut General Statutes Section 10-222c, as applicable.

20.2 The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school where the Project is located (the "School Grounds"). None of the OPM's or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. All of OPM's, and their respective employees, agents or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment and/or property on which minor children are or may be present.

20.3 To the extent permitted by law, OPM shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, an "OPM Employee"), who will

be physically present on the School Grounds in connection with the Project, appropriate background checks on all such OPM Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those OPM Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. OPM shall complete (or cause to be completed) background checks as to each OPM Employee prior to such OPM Employee being permitted to be physically present on the School Grounds. If OPM receives any information indicating that any OPM Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, OPM shall immediately forward such information to the Owner, to the extent permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Project.

20.4 By execution of this Agreement, OPM represents and warrants that it has fully complied with the requirements of this Section 20. To the extent permitted by law, OPM agrees that upon the Owner's request, OPM shall promptly provide the Owner with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Section 20. Failure by OPM to comply with its obligations under this Section 20 shall constitute a material breach of the Agreement.

21. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

22. Binding Effect. OPM and Owner agree that all the provisions hereby are to be construed as covenants and agreements and where used in each separate section hereof and that this Agreement and all the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything herein to the contrary, OPM shall not assign this Agreement or its interest therein without Owner's prior written consent, which consent may be withheld in Owner's sole and absolute discretion.

23. Amendment. This Agreement may only be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

24. Non-Waiver. Any failure by the Owner to insist upon the strict performance by OPM of any of the terms and provisions hereof shall not be a waiver, and the Owner, notwithstanding any such failure, shall have the right thereafter to insist upon the strict

performance by the OPM of any and all of the terms and provisions of the Agreement, and OPM shall not be relieved of such obligation by reason of the failure of the Owner to comply with or otherwise enforce any of the provisions of this Agreement.

25. Construction. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to “Section” are to sections of this Agreement.

26. Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the subject matter hereof.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A facsimile or .pdf signature shall constitute an original signature and an Agreement containing the signatures (original or facsimile or .pdf) of all of the parties hereto is binding on such parties once such signatures are transmitted via confirmed facsimile or via electronic mail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of the OPM and Owner only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

29. Warranty of Signers. Each individual executing and delivering this Agreement on behalf of a party hereby represents and warrants to the other party that such individual has been duly authorized and empowered to make such execution and delivery.

[SIGNATURE PAGE FOLLOWS]

This Agreement has been executed by OPM and Owner as of the Effective Date.

OPM:

By: _____
Name: _____
Its: _____
Duly Authorized

OWNER:

Town of Sherman School Building Committee

By: _____
Name: _____
Its: _____
Duly Authorized

<u>Exhibit A</u>	Owner's Project Representative Services
<u>Exhibit B</u>	Hourly Rates
<u>Exhibit C</u>	OPM Insurance Requirements

Exhibit A

PROJECT MANAGEMENT/OWNER'S PROJECT REPRESENTATIVE SERVICES

Subject to the prior authorization to proceed with services in regard to each phase identified below, OPM will assist the Owner during the design, referendum, bid, construction and close-out phases of the Project. OPM will also assist the Owner in analyzing alternatives and in seeking the best-value option so the SSBC for the Project can make an informed decision before proceeding to referendum for the Project.

I. General Services:

- 1.1 OPM shall serve as Owner's authorized representative on the Project, shall be fully acquainted with the Project, and manage specific aspects of the Project from its conception through Project Close Out within the time frame and budget limitations established by the Owner. The OPM shall report directly to the SSBC and coordinate with the Town. OPM shall also collaborate with the end-user in the Sherman Board of Education ("Board"), Superintendent and designee(s) as necessary to ensure the final project satisfies the education specifications as approved by the Board.
- 1.2 Undertake the management of, and be the facilitator for, the SSBC.
- 1.3 Provide consultation services, working closely with the SSBC, Architect, construction manager, Board and Town in every aspect of the Project including planning, project development, design, project management, estimating, construction, commissioning and close-out.
- 1.4 Assist with the completion of, review and provide input on developing and submitting required state filings (with associated back up), including the grant and reimbursement application and management process.
- 1.5 Work closely with the Connecticut State Department of Education ("CSDE"), Bureau of Grants Management, CT State Department of Administrative Services ("DAS"), Office of School Construction Grants and Review ("OSCG&R") (collectively, the "Agencies"), members of the SSBC and all appropriate Town and Board members on all aspects of the Project, including the grant acquisition process, reimbursement applications and management process.
- 1.6 Make required presentations to all appropriate Town representatives/agencies, SSBC and the Board in conjunction with the SSBC, Architect and construction manager when appropriate.
- 1.7 Review and oversee critical path schedules for design and construction for the Project.

- 1.8 Review and oversee Project budgets, schedule and cash flow projections.

II. **Phase One – Conceptual and Schematic Design:**

2.1 **Conceptual Design**

- 2.1.1 OPM shall further verify and reconcile the conceptual cost estimate with the Architect's estimate in an effort to formulate a true budget amount to allow the Town to agree to and finalize the budget, which will then be forwarded to the Town for referendum approval. The budget estimate will be inclusive of all work associated with the Project including "soft" and "hard" construction costs, site development costs, bonds, insurances and contingency accounts.
- 2.1.2 Schedule and attend regular meetings with the Architect and other Consultants during the development of conceptual and preliminary design to advise on-site use and improvements, and selection of materials, preliminary budgets, and possible alternative economic solutions. If OPM learns of actions or items or is informed by the Contractor of such actions or items that could improve the timing or economics of construction of the Project, then OPM will convey such recommendations to Owner. If requested, OPM will assist Owner in engaging an environmental company to perform a Phase I environmental assessment of the Property, and a Phase II if necessary.

2.2 **Schematic Design**

- 2.2.1 Review documents and models prepared by the Architect (which become property of the SSBC) to describe the size and scope of the Project, including architectural, structural, mechanical and electrical systems, and security systems, and other elements as necessary to inform the community about the Project.
- 2.2.2 Further review and reconcile cost estimate produced by the Architect's consultant.
- 2.2.3 Meet with Town representatives, Town residents, news and social media, governing boards and commissions, and others as necessary to obtain funding approval and update citizens on Project progress. This shall include public information materials to be distributed to all Town residents.

III. **Phase Two – Design Development to Project Completion – To be implemented only upon Referendum and Funding Approval for the Project and authorization from the Town to proceed with Phase Two services based on the recommendation from the SSBC that Phase One services have been successfully completed. If Phase Two services are so authorized to proceed, the contract will be amended to incorporate such services and the terms and conditions applicable thereto in accordance with the Board's Purchasing Policies.**

- 3.1 Design Development
- 3.1.1 Attend bi-weekly and special meetings between SSBC and Architect to assist in development of design for the Project. Attend all pre-construction meetings.
 - 3.1.2 Further develop Owner's Contingencies for inclusion in Project detailed estimate.
 - 3.1.3 Aid the SSBC in solicitation, interview and selection of the Construction Manager at Risk (CM) for the Project.
 - 3.1.4 Review and evaluate Project design to ensure that all requirements of the educational specifications and end-users requirements are fully incorporated into the final Project design.
 - 3.1.5 Coordinate with the Architect for finalization and approval of drawings and specifications, MEP, hardscape and landscape plans. Coordinate with the OSCG&R as necessary for architectural plan approvals and submission of all required forms in a proper, complete and timely manner.
- 3.2 Bidding
- 3.2.1 Attend pre-bid meetings on behalf of the SSBC.
 - 3.2.2 Review CM's bidding format, procedures and criteria proposed by the CM to be utilized in the bid process.
 - 3.2.3 Attend and provide assistance regarding scope review to ensure contractors' and subcontractors' responses satisfy the requirements of the construction documents.
 - 3.2.4 To the extent required, assist with procurement of vendors.
- 3.3 Pre-construction
- 3.3.1 Confer with Owner regarding the award of the CM agreement for the Project.
 - 3.3.2 Assist SSBC in negotiating Guaranteed Maximum Price with CM.
 - 3.3.3 Review and make recommendations to the SSBC regarding the detailed Guaranteed Maximum Price proposal prepared by CM inclusive of all costs associated with the construction of the Project and contingencies.
 - 3.3.4 Attend all Pre-construction meetings on behalf of SSBC.
 - 3.3.5 Provide value engineering suggestions throughout the course of the Project.
 - 3.3.6 Coordinate all required Environmental and Hazardous Materials studies and testing if required. Consultant to be selected by SSBC.
 - 3.3.7 With the Architect, attend and represent the SSBC in front of all required regulatory permitting agencies and meetings on the Project. Coordinate Local Agency approval process (Planning & Zoning and Conservation Commissions).
 - 3.3.8 Attend special meetings and Owner meetings with Architect to assist in development of the project design.
 - 3.3.9 Review the CM and Architect detailed project phasing, construction scheduling and construction requirements.
 - 3.3.10 Review CM Quality Control and Safety Programs

- 3.3.11 Coordinate and review bonding format, procedures and criteria with CM.
- 3.3.12 Coordinate and review Insurance Certificates
- 3.3.13 Review Project Master Schedule with Architect and CM
- 3.3.14 Review Bid FF&E and Technology packages prepared by Architect and Board, respectively. Coordinate delivery, inspection and quality control, and installation of the FF&E and Technology.
- 3.3.15 Manage Architect and its consultants.
- 3.3.16 Monitor and make recommendations to budget. If it appears that the Project Budget will not be met, make recommendations for corrective action, where corrective action is possible.
- 3.3.17 Maintain complete and accurate records related to construction for the Project and provide the Owner and the OSCG&R with all reasonable financial information as may be requested to ensure all accounting and financial records maintained by Owner are supported by sufficient documentation to permit Owner and its auditors to verify that such entries related to the Project are properly and accurately recorded.
- 3.3.18 Monitor long lead items, which may affect the Project Schedule, review and evaluate the Contractor's and Architect's phase-based designs, construction schedules, construction requirements and approvals. Immediately report to SSBC any conditions that may result in delay to the completion of the Project.
- 3.3.19 Monitor design and construction details that affect construction feasibility, efficiency, and available labor and materials.
- 3.3.20 Implement a process for communication among the Construction Team and Other entities working on the Project to address administrative matters; procedures for processing and record keeping of shop drawings, samples, and other submittals; procedures for review and processing of change orders; procedures for review and processing of requests for information from the contractor and subcontractors; procedures for processing of payment applications; and other procedures necessary or appropriate for the proper and timely performance of the Work by the Construction Team.

3.4 Construction Phase

- 3.4.1 OPM shall develop a thorough understanding of, and familiarity with, the purpose of the Project, the Contract Documents, and the needs, requirements and policies of the SSBC and Board
- 3.4.2 Provide administration of the construction project. Serve as the advisor to the SSBC during this phase. An OPM's Representative shall attend all SSBC regularly scheduled meetings as required.
- 3.4.3 Coordinate the Work with the activities and responsibilities of the Owner, Architect and Consultants to ensure work is being completed in accordance with contract Documents. Attend all regularly scheduled SSBC meetings as required
- 3.4.4 Provide on-site full time Owner's Representation for the Project whenever construction activity is on-going in accordance with the Project schedule

including second shifts and weekends. Duties of on-site Owner's Representative will include, but not limited to, the following:

- 3.4.4.1 Attend all on-site meetings throughout the Project. Attend special job meetings as required. These may be scheduled in conjunction with regular job site meetings. The CM shall run the job meeting and have the minutes prepared and distributed. Review job meeting minutes as prepared by the CM for accuracy.
- 3.4.4.2 Keep records on the Project to include daily reports tracking contractor and sub-contractor on-site work crews including number of workers and hours worked, work completed that day, correspondence, reports of the job meetings, shop drawings, sample submissions, change orders, additional drawing clarifications, interpretations of the contract documents, progress reports and other project related documents and other pertinent information. These records shall include, without limitation, copies of all project correspondence, meeting minutes or summaries or meetings, lien releases, and any other project documentation. Maintain separate project files for Architect's and other consultants change requests, approved and rejected change orders, applications for payment, project scheduling, change orders, test results, permits, inspection reports, insurance certificates and policies and shop drawings.
- 3.4.4.3 Throughout construction, verify work in progress and work not commenced.
- 3.4.4.4 Coordinate with the CM in the administration of the inspection and testing of materials as tested on the job site. Witness on-site third-party tests and record in testing log.
- 3.4.4.5 Ensure materials delivered to site are in compliance with approved submittals and no substitutions have been made without written approval by the Architect.
- 3.4.4.6 Maintain a log of construction deficiencies. Log to include type of deficiency, date deficiency was discovered and contractor notified, contractor plan of action to correct deficiency, date of planned correction, and date of actual completion of work to correct deficiency.
- 3.4.4.7 Make final reviews and reports on the acceptability of the completed work.
- 3.4.4.8 Be present at all inspections by local and state Building Officials and Fire Marshal. Note inspections and results of inspections in separate log.
- 3.4.5 Review design professional contracts and payment requests.
- 3.4.6 Participate in remediation of conflict resolution should conflict arise between Architect and CM, Architect and SSBC, and/or CM and SSBC.
- 3.4.7 For the testing of materials inspection services relating to independent inspection and testing agencies administrated by the CM, the OPM shall;

- 3.4.7.1 Evaluate compliance by testing and inspection agencies with the required scope, standards, procedures and frequency.
 - 3.4.7.2 Review inspection and test reports and notify the SSBC and Contractor(s) of observed deficiencies in the Work.
- 3.4.8 Review all Change Order requests for necessity, accuracy and cost. Provide remedies for errors and omissions.
- 3.4.9 Along with Architect, conduct inspections as necessary to determine progress and completion of work.
- 3.4.10 Coordinate with the CM in maintaining an updated list of all contractors, subcontractors and major suppliers of materials and equipment. The list shall include the company name, address, telephone number, FAX number, email address and a contact person's name and address.
- 3.4.11 Require Construction Team to maintain an on-site record-keeping system, which will be sufficient in detail to satisfy an audit by Owner and the OSCG&R.
- 3.4.12 Advise the SSBC upon any special construction problems that may arise in carrying out the construction work.
- 3.4.13 Immediately notify the SSBC, the Construction Team and others of any work on the Project which, in the opinion of OPM, is substandard or otherwise not in accordance with any of the Contract Documents. Document same with photographs and measurements as appropriate.
- 3.4.14 Advise and update SSBC and Town regarding cash flow forecasts.
- 3.4.15 Throughout construction, verify work in progress and work not commenced.
- 3.4.16 Meet strict budget requirements; identify and aggressively pursue cost-saving opportunities. Review constructability items, challenge change orders (reviewing for necessity, accuracy and cost), negotiate Project costs, and proactively mitigate risks to protect Owner's financial interest including providing remedies for errors and omissions
- 3.4.17 Maintain a meeting management Issues Log (agendas and minutes), risk register, prepare and update a project charter and provide weekly scorecards.
- 3.4.18 Make final reviews and reports on the acceptability of the completed work.
- 3.4.19 Assist Owner with any reasonable information requests from the insurance company and the OSCG&R.
- 3.4.20 Timely comply with payment request procedures required by the OSCG&R, including but not limited to, Change Order and Construction Change Directive procedures, reporting and approval requirements
- 3.4.21 Work with the Construction Team to identify base building deficiencies, flag hidden building costs, and strengthen the understanding of existing conditions to protect Owner from a contractual and risk perspective
- 3.4.22 Oversee Commissioning Agent services. Commissioning Agent to be selected by the SSBC. Coordinate with CM and Architect to resolve identified deficiencies.

- 3.4.23 Advise the Owner in determining the final acceptance and completion of the work, and confirm that all documents, warranties, manuals, bonds, as-built drawings, etc. have been turned over to the SSBC.
- 3.4.24 Coordinate with the Architect and CM in preparing a punch list prior to project “substantial completion” and follow up with the CM on completion of same.
- 3.4.25 Conduct inspection(s) upon notice by the CM that the Work is ready for final inspection and acceptance.
- 3.4.26 Develop and maintain a digital repository of all closeout documents, as well as maintain hard copies.
- 3.4.27 As covered by the AIA G702 and G703, establish a periodic reporting system that covers major cost and schedule aspects of the Project and deliver same to Owner including the following information: (1) Cost Status – monthly cost status report tracking budget, estimate, amount contracted, change orders, estimated cost to complete and including the monthly Disbursement Request as defined in Article 2.3.14 and Article 6.1.1 herein; (2) Payment Status – monthly payments for each major cost item in the Project tracking payments made, amounts yet to be paid, projects cash requirements and updating projections; (3) Schedule Status – monthly schedule comparing the then-current status of construction to the Project Schedule; (4) Such additional information and reports reasonably required to comply with any reporting obligations imposed by lender of the Project. Review and approve, along with the Architect, all submitted payment applications and any necessary backup invoices received from the Construction Team in order to verify that the application reflects the approximate percentage of work complete on the Project based on the current budget. Attempt to ensure all required documentation including appropriate substantiation and payment acknowledgements and lien waivers are included in the submittal as required by the Contract Documents. However, any recommendation for payment under this Agreement shall not be a representation that the OPM has (1) made exhaustive or continuous inspections or review to check the quality or quantity of the Work or the design, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) extensively reviewed copies of requisitions from Subcontractors, material suppliers, Architect’s subconsultants and other data to substantiate the right to payment, or (4) made examination to ascertain how or for what purpose the Contractor or Architect has used money previously paid.

IV. Post Construction Phase

- a. Prepare specifications for Moving Services, bid, and recommend award.
- b. Coordinate moving services logistics with Sherman School administration, moving contractor and CM for phasing move requirements and final occupancy.
- c. Final Inspection with the Architect, CM, and Owner’s Representative to verify final completion of the Work.

- d. Assist the CM in the receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Board and Town against liens.
- e. Coordinate with the CM in assembling instructions, guarantees, certificates, parts lists and attic stock submitted by the contractors for compliance to the Contract Documents.
- f. Coordinate with the Architect and CM to ensure mechanical system and building system suppliers provide operating and maintenance training videos for the end users.
- g. Monitor status of retainage and recommend to the SSBC the release thereof when applicable.
- h. Review final project accounting.
- i. Coordinate with the Architect and CM the Sherman Building Official and Fire Marshal for Temporary and Final Certificates of Occupancy.
- j. Assist Architect in a ten (10) month re-inspection after project substantial completion to identify any open warranty issues. Assist the SSBC in resolution.
- k. Review Bonding Agreements and tender recommendations regarding Bond releases.
- l. Any and all other services not specifically delineated above that would be considered normal and reasonable services to be provided to a client by an OPM for the final design, bidding and construction of the Project of this scope and magnitude.

Exhibit B

HOURLY RATES

Project Executive: \$_____per hour

Project Manager: \$_____per hour

On-Site Construction Representative: \$_____per hour

Exhibit C

OPM'S INSURANCE REQUIREMENTS

OPM shall maintain, for so long as this Agreement is in effect, the insurance described below. Such insurance shall be provided by insurance companies authorized to do business in the State or Connecticut with a rating by AM Best of "A" or better.

1. Commercial General Liability insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from the OPM's operations under the Agreement, whether such operations be by OPM, or by its subcontractors, consultants or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include each of the following:

(a) At a minimum, the following limits and coverages:

- (i) \$1,000,000 each occurrence;
- (ii) \$1,000,000 personal and advertising injury;
- (iii) \$2,000,000 general aggregate; and
- (iv) \$2,000,000 products-completed operations aggregate.

(b) Coverage for ongoing operations, premises, independent contractors, and any persons or entities performing work on behalf of OPM;

(c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equal to the greater of (i) the statute of repose for the State of Connecticut; and (ii) six (6) years after final completion of the Project;

(d) A form CG 25 03 endorsement (or equivalent endorsement acceptable to Owner, in its sole and absolute discretion) stating that "limits apply per project";

(e) Contractual liability coverage to the same or greater extent as covered under ISO commercial general liability coverage form CG 00 01 10 04;

(f) A severability or separation of insureds clause; and

(g) Waiver of Subrogation endorsement in favor of Owner.

The insurance maintained by OPM shall be primary with respect to the interest of Owner, and any other insurance or self-insurance maintained by Owner or any additional insureds is in excess and shall not contribute to OPM's insurance in all instances regardless of any like insurance that Owner or such additional insureds may have.

2. Commercial Automobile Liability insurance to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by OPM or its subcontractors or consultants, including each of the following:

(a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident;

(b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to subcontractors, consultants, or others providing services to OPM); and

(c) Waiver of Subrogation endorsement in favor of Owner.

3. Umbrella (Excess) Liability insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of OPM under this Agreement with such insurance containing a provision that it will not be more restrictive than the primary insurance and with aggregate limits of liability applying separately with respect to the Project.

4. Workers' Compensation insurance, including employer's liability, for all persons whom OPM employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any work on the Project with such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the State of Connecticut, and shall include the following:

(a) Coverage A (Workers' Compensation) -- Statutory

(b) Coverage B (Employer's Liability)

(c) At a minimum, the following limits and coverages:

(i) \$500,000 for each accident, for bodily injury by accident;

(ii) \$500,000 for each employee, for bodily injury by disease;

(iii) \$500,000 for each disease policy limit;

(d) Waiver of Subrogation endorsement in favor of Owner; and

(e) Contain endorsements that provide for Voluntary Compensation.

5. Professional Liability Insurance – One Million Dollars (\$1,000,000) per occurrence with a maximum deductible of Ten Thousand Dollars (\$10,000).

6. Additional Insured endorsements by way of form CG 20 10 10 01 and form CG 20 37 10 01, or equivalent endorsements acceptable to Owner, in its sole and absolute discretion, naming the Owner as additional insureds with respect to the Commercial General Liability,

Commercial Automobile Liability and Umbrella (Excess) Liability insurance policies set forth herein.

7. The foregoing insurance policies shall provide for thirty (30) days' notice to the Owner prior to any modification or cancellation thereof.