

GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, CT 06830
(203) 625-7411
eugene_watts@greenwich.k12.ct.us

EUGENE H. WATTS
Sr. Buyer

February 21, 2024

Dear Sir/Madam:

You are invited to submit Qualifications and a Proposal for **Owner's Representative Services for the Central Middle School Project** in accordance with the attached Request for Proposals ("RFP").

Proposers are urged to read the RFP and all exhibits thereto carefully and to provide all information requested in a clear, concise, legible and organized manner so as to permit proper evaluation of submissions. Responses to the RFP which are incomplete, obscure, or conditional, or which contain irregularities of any kind, may be rejected by the Central Building Committee at its sole discretion.

Responses to the RFP must be timely submitted in form, substance and in accordance with the requirements of the RFP. Proposers must submit qualifications and fee proposals in **two (2) separate sealed envelopes** clearly marked with the name of the Proposer and the words Response to Request for Proposals for Owner's Representative Services, Central Middle School Project, RFP# 2438-24, as applicable. A Proposer's qualifications submission shall not contain any information pertaining to the Proposer's fees or costs.

Each sealed envelope shall include one original (1) and fifteen (15) copies of the qualifications or proposal, as applicable, along with one (1) electronic copy (via flash USB drive) thereof. Responses shall be delivered by U.S. mail or hand delivered to Greenwich Public Schools, Purchasing Department, 290 Greenwich Avenue, Greenwich, Connecticut 06830. (faxed or emailed responses will not be accepted).

Responses must be received by the Greenwich Public Schools Purchasing Department no later than the date and time set forth below. Late responses will not be considered and will be returned to the submitter unopened.

Owner's Representative Service
Opening Time: 11:00 a.m.

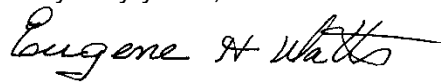
Opening Date: 4/3/24
RFP Number: 2438-24

The details to join the meeting remotely are as follows:

Dial-In by phone: 1 573-500-0194 PIN: 779667480#

All Proposers and other interested people are invited to call in to hear RFP #2438-24 being read at 11:00 a.m.

Very truly yours,



Eugene H. Watts

1. BACKGROUND:

The Town of Greenwich, CT (“Town”) is about 35 miles northeast of New York City and has a population of about 63,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. The Town’s fifteen public schools have a current enrollment of about 9,000 students and consist of eleven elementary schools (K-6), three middle schools (6-8), and one comprehensive high school (9-12). Our District also offers some pre-K and alternative high school programs.

The Greenwich Board of Education (the “Board”) acting by and through the Central Middle School Building Committee (“CMSBC”) is requesting written proposals for **Owner’s Representative Services for the Central Middle School Project** described below (the “Project”). Although we currently have an Owner’s Representative on the Project, it is our intent that we expand services with an additional Owner’s Representative as soon as possible. After approximately a 60 (sixty) day ramp up period for the additional Owner’s Representative we now seek, it is our intention to then refine the scope of the existing Owner’s Rep to that of state regulatory filings and state regulatory reporting until closeout of the Project. Please see Exhibit E, Project Schedule, for the most current project schedule.

The goal of the Project is to provide a new school, which is technologically advanced, energy efficient, addresses traffic issues and maintains the fabric of the community. The campus design employs environmentally responsible design (and construction) practices, with emphasis on energy conservation. The State of Connecticut requires state-funded projects to be built using a high-performance building standard (see Regulations of Connecticut State Agencies §§ 16a-38k-1 to 16a-38k-9).

The Project will be funded in part by a school construction grant (the “Grant”) from the Connecticut Department of Administrative Services, Office of School Construction Grants (hereinafter referred to as the (“DAS/OSCG”). The Project must comply with the standards of DAS/OSCG, the Connecticut Building Codes governing School Construction, the Educational Specifications and requirements of the Board and of the CMSBC, the Town regulations, all requirements for accessibility to the handicapped, and any other applicable laws and regulations (hereinafter referred to as the “Project Requirements”).

The CMSBC reserves the right to withdraw this Request for Qualifications and Request for Proposals (“RFP”) at any time prior to execution of a contract awarded in connection herewith, to accept or reject any or all proposals or any part thereof, to waive defects in same, to waive technicalities, to accept any proposal and to award the contract or contracts, to the proposer or proposers that the CMSBC, in its sole discretion, determines to be the most responsive, qualified, and responsible proposer (which may not be the proposer submitting the lowest priced proposal), and which award would be in the best interests of the CMSBC and the Board.

2. SCOPE OF SERVICES:

The general objective of this solicitation is to procure an Owner's Representative (the "Owner's Representative") to represent and protect the interests of the Board and the CMSBC as regards to all aspects of the Project, including but not limited to, providing comprehensive oversight and management of all aspects of the project from conception to completion, developing and maintaining project budgets ensuring that costs are controlled and aligned with the project's financial objectives leading the CMSBC and its Project Team in the administration of the Project, inspecting and overseeing the progress of the Project and regularly report to the CMSBC regarding the status of the Project, and facilitating timely progress payments to all parties in coordination with the Greenwich Public Schools accounting department. It is the intent of the CMSBC to exclude services for management of the record keeping, filing and documentation preparation and distribution as necessary to obtain maximum reimbursement from the DAS/OSCG under the State of CT Grant from present to closeout.

The Scope of the Owner's Representative Services is more particularly described on Exhibit A to this RFP.

Terms and Conditions

- A.** This RFP does not commit **CMSBC** to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a qualification in response to the RFP.
- B.** The responses to this RFP will become part of **CMSBC** official files without any obligation of confidentiality or otherwise on **CMSBC's** part.
- C.** Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any officer, agent, contractor or employee of **CMSBC** for the purpose of influencing consideration of a qualification.
- D.** Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s) that may restrict or eliminate competition or otherwise restrain trade.
- E.** Proposer(s), their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP.
- F.** The proposer must promptly report to **CMSBC** any conditions, transactions, situation, or circumstances that would impede, impair or delay the proper and timely performance of the Owner's Representative Services.
- G.** **CMSBC** reserves the right to request that any proposer clarify its proposal as necessary for the evaluation of such proposal by the **CMSBC**.
- H.** The **CMSBC** reserves the right to discontinue its evaluation of submittals from any respondents who submit false, misleading or incorrect information.

3. QUALIFICATIONS

It is the CMSBC's desire for the Owner's Representative to satisfy as many of the following qualifications as possible:

Proposers must meet the following minimum requirements:

- Ability to lead, manage, direct and control all aspects of the project with three primary goals: ensure the project is completed on time, under budget and meets the project's quality expectations.
- Ability to constructively facilitate dispute resolution between project participants.
- Ability to manage all financial aspects of the Project including payments processing, accounting and reporting.
- Ability to provide impromptu briefings and reports to visitors and inspectors concerning the status of construction and ongoing activities.
- Ability to read and understand construction drawings, specifications, and contracts.

- Ability to understand the results of material testing and sampling.
- Ability to understand typical construction, equipment, furniture, other kinds of warranties applicable to the Project and conditions/activities which may adversely impact those warranties and manage the Project to those warranties.
- Basic writing and computer skills. Broad general understanding of current construction practices, methods, and materials.
- Excellent interpersonal communications skills.
- Familiarity with environmental laws and concerns.
- Familiarity with proper procedures for handling and storing hazardous materials.
- Familiarity and practical experience with State of Connecticut, Department of Administrative Services, Office of School Facilities.
- General knowledge of major building systems and their operation and maintenance.
- Knowledge of construction site administration and management.
- Knowledge of techniques for construction scheduling.
- Thorough knowledge of the roles and interactions of the members of the Project Team.
- Knowledge of ADA requirements

The determination of a proposer's qualifications will be evaluated on the basis of 1) the qualifiable and quantifiable track record of examples in leading, managing, directing and controlling all aspects of projects with three primary goals: ensure the project is completed on time, under budget and meets the project's quality expectations on similar public or private school, or both, sized projects and 2) the skill and experience set of the proposer and all sub consultants identified by the proposer as members of proposer's team.

4. REQUIREMENTS FOR RESPONSE TO REQUEST FOR QUALIFICATIONS

Responses to the Request for Qualifications need not be voluminous, but shall provide sufficient information to allow the CMSBC to evaluate the proposer's approach to providing the services, experience, staff knowledge, skills and experience, availability, the qualifiable and quantifiable track record of examples in leading, managing, directing and controlling all aspects of projects with three primary goals: ensure the project is completed on time, under budget and meets the project's quality expectations on similar public or private school, or both, sized projects and overall qualifications to provide the Owner's Representative Services.

The response to the Request for Qualifications, which shall be submitted in a separate sealed properly marked envelope, shall:

- A. Provide the name, address, telephone number and email address of the proposer. If the proposer is an entity, also provide the name and position of the individual employee(s) who will provide the Owner's Representative Services (the "Representative" or "Representatives").
- B. Be signed by a duly authorized officer of the proposing firm with the authority to commit the firm.
- C. Provide a resume for the proposer. If the proposer is an entity, also provide a resume for the Representative(s).
- D. List past projects and references which the proposer feels evidence that the proposer and, as applicable, the Representative is qualified to perform the Owner's Representative Services. Provide project dates with a focus on projects completed within the last five (5) years.
- E. Provide information on proposer's current workload and how the proposer intends to timely perform the Owner's Representative services given such workload.
- F. Based on the proposer's past experience provide an estimate of the number of hours per week per month that proposer would anticipate spending on the Project for each phase of work and for each Representative whom is proposed to work on the Project, all based on the project plan included in this RFP.
- G. Describe the methods and software the proposer would use to monitor and manage the Project schedule and meet the requirements of the CMSBC.

- H. Include a statement of proposer's insurance coverage (type, and dollar amount of coverage) that proposer maintains which are consistent with or more expansive than the insurance requirements set forth on Exhibit C. Proof of this insurance will be required prior to the award of any contract in connection with this RFP.
- I. Include signed unconditional and unmodified Acceptance of Contract (Exhibit 1).
- J. Include completed and signed Non-collusion Affidavit (Exhibit 2).
- K. Please include resumes of all proposed team members.
- L. Include experience with Net Zero ready Buildings.

Any proposal submitted in response to this RFP that does not include all of the foregoing items shall be rendered incomplete, nonresponsive and subject to rejection by the CMSBC.

5. REQUIREMENTS FOR RESPONSE TO REQUEST FOR PROPOSALS

Responses to the Request for Proposals, which shall be submitted in a separate sealed properly marked envelope, shall include a completed fee schedule in the form attached hereto as Exhibit D and a spreadsheet showing the proposed staffing plan for each month of each phase of the project and that includes proposed fee totals for each month for all staff members at the hourly rates on Exhibit D. All task amounts shall be all inclusive sums which include, without limitation, all associated meetings, progress reports and direct costs (travel, mileage, per diem, communications, etc.). Other than as are included in the fixed hourly fee, the contract awardee shall not be entitled to reimbursement for any costs or expenses associated with the performance of the Owner's Representative Services. The Owner's Representative will maintain a record of all hours expended on Owner's Representative Services throughout the duration of the Project and shall provide such records to the CMSBC on a monthly basis by the 10th calendar day of the following month

6. SELECTION/EVALUATION PROCESS

First, the CMSBC shall review all responses to the Request for Qualifications and determine those proposers that are qualified to perform the Owner's Representative Services based on the responses to the Request for Qualifications, the qualifications described in Section 3 above and, the criteria set forth below and listed in random order. :

Proposer's (and, as applicable Representative's) proven skills and technical experience

Proposer's (and, as applicable Representative's) recent past experience in performing similar services for similar projects

Proposer's (and, as applicable Representative's) experience and expertise with the State of Connecticut Department of Administrative Services (DAS) Office of School Construction Grants & Review (OSCG&R)

Proposer's management approach to be applied to the Project

Quality of references from past clients

The CMSBC shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the Owner's Representative Services and the proposer shall furnish the CMSBC with information and data for this purpose as the CMSBC may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy the CMSBC that the proposer is qualified to carry out the Owner's Representative Services properly and in accordance with the terms of the Contract.

Second, the CMSBC will evaluate the responses to the Request for Proposals submitted by those proposers deemed to be qualified by the CMSBC and determine the most responsible qualified proposers". The CMSBC may interview some or all of the most responsible qualified proposers and reserves the right to negotiate with one or more of such proposers regarding the tasks, staffing, schedule, and fee proposal submitted by such proposers. Negotiations may be formally terminated if they fail to result in agreement within a reasonable time period.

CMSBC shall select, from the most responsible qualified proposers, the proposer for Contract award that it determines, in its sole discretion, to be the most qualified responsible proposer for the Project and whose selection would best serve the interests of the Board and the CMSBC. A proposer's fee and hourly rates will only be one of the criteria considered by the CMSBC in the evaluation of the proposals but the awardee will not necessarily be the proposer that proposes the lowest fee/rates.

7. QUESTIONS

Questions by proposers concerning this RFP will be received only by email directed to bid_department@greenwich.k12.ct.us In the "Subject" line you must put RFP #2438-24 Owner Rep. for CMS. All questions must be received no later than February 28, 2024, 1:00 p.m. EST and all responses will be posted to the website no later than March 20, 2024 at 12:00 noon. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the proposal specifications and conditions.

8. CONTRACT

The contract attached hereto as Exhibit B (the "Contract") is the form of contract that the contract awardee will be required to execute and deliver to the CMSBC within five (5) days after delivery of such contract to the contract awardee. By submission of proposals in response to this RFP, each proposer agrees that the terms and conditions set forth in the Contract are satisfactory and, if awarded the Contract, to execute such Contract in accordance with the foregoing and in accordance with Exhibit 1, Acceptance of Contract, attached hereto. The CMSBC reserves the right to modify the Contract as would be in the best interest of the Board of Educations and the CMSBC.

9. GENERAL TERMS AND CONDITIONS

A. Tax:

No amount shall be added for the Connecticut State Tax or Federal Tax. The Greenwich Public School system is exempt from payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the proposal price.

B. Non-Resident Contractors:

Pursuant to Connecticut General Statutes §12-430(7), as amended by Connecticut Public Act #11-61, Section 66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

C. Collusion Among Proposers:

More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one proposal for the services contemplated will cause rejection of all proposals in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers.

Participants in such collusion may not be considered in future offers for the same services. Each proposer shall submit as part of its proposal, an executed Noncollusion Affidavit which is attached to this RFP as Exhibit 2.

D. Employment Discrimination by Contractor Prohibited:

Harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education

Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991 and applicable state laws is prohibited by the CMSBC and shall be prohibited by the contract awardee.

The contract awardee agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contract awardee, in all solicitation or advertisement for employees placed by or on behalf of the awardee, will state that such awardee is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

E. Use of Alcohol, Drugs and Tobacco:

Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.

F. Student Contact Prohibited:

Under no circumstances will the scope of the Owner's Representative Services require any student contact. The contract awardee, its employees, agents and representatives are prohibited from making any verbal, physical, telephonic or electronic contact of any kind with any student or any other minor person on school property including, without limitation, the Project site, whether inside or outside of any school facility.

G. Project Funding:

The obligations of the Board and the CMSBC under any contract executed by or on behalf of the Board in connection with this RFP are conditioned upon and subject to the appropriation of funds for the Project on an annual basis.

H. Background Checks:

The Proposer is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

EXHIBIT A
SCOPE OF OWNER’S REPRESENTATIVE SERVICES

The Owner’s Representative will work in cooperation with the CMSBC and the Project Team to administer the construction of the Project, ensure the Project is timely constructed in accordance with the “Contract Documents” as such term is defined in the CM at Risk Agreement. The CMSBC will provide the Owner’s Representative with a desk, within an office (portable jobsite trailer) for the Owner’s Representative including power, heat, telephone, and data (the “Site Office”). The Owner’s Representative will be expected to spend a minimum of three (3) days per week on the Project site plus additional time in the Owner’s Representative’s offices to review Applications for Payment, Change Orders, Substitution Requests etc. and to keep clear records for State auditors at Project completion.

As part of the services the Owner’s Representative shall:

Phase 1---Preconstruction:

- a) Develop an org chart showing who approves what decisions, orders, etc.
- b) Act on behalf of the CMSBC as the lead, full-time project manager, supervising all team members (e.g. architects, designers, CM at Risk, etc.)
- c) Provide budget management reports and estimating monthly
- d) Review A/E existing contracts and future pay requests
- e) Assist with procurement of other vendors
- f) Assist the Commissioning Agent
- g) Conduct plan review for DDs/permit set and final CDs
- h) Check and ensure drawings are coordinated
- i) Maintain and update the current short term and long term project schedules
- j) Assist with the development of the Master Schedule
- k) Assist with Phasing Plans and Site Logistics
- l) Assist with Permitting
- m) Assist with procurement of all Utilities Incentives
- n) Immediately notify the CMSBC, the Project Team and others of any work on the Project which, in the opinion of the owner’s rep, is substandard or otherwise not in accordance with the Contract Documents. Document such work with photographs, measurements etc., as appropriate.
- o) Keep a Meeting Management (agendas and minutes) Issue Log, risk register, draft and update a project charter, and provide weekly scorecards
- p) Develop and maintain a digital repository as well as a hard copy of all closeout documents.

Phase 2—Construction:

1. Attend meetings with the CMSBC, Board, Town, Project Team and others as necessary or otherwise requested by the CMSBC including, without limitation, participation in public presentations.
2. Develop a thorough understanding of, and familiarity with, the purpose of the Project, the Contract Documents as such documents may be modified pursuant to the CM at Risk Agreement, and the needs, requirements and policies of the CMSBC and the Board of Education.
3. Coordinate communications between the CMSBC, Administration, the Board of Education, and the Project Team regarding Project related activities so as to minimize disruption of school operations.
4. Regularly report to and communicate with the CMSBC regarding the status of the Project. As directed by the CMSBC, communicate with the Project Team and others.
5. At a minimum of weekly, observe the construction of the Project so as to determine that it is generally proceeding in accordance with the Contract Documents and the Project schedule. Track issuance of the Project meeting minutes and Field Observation Reports by the CM at Risk and Architect to ensure that these are issued within 3 business days following project meetings.
6. Provide a monthly written report to the CMSBC outlining construction progress, status, needed decisions, pending change orders, current activities, construction photos, daily logs and anything else relevant to the Project. Such a monthly report is due on the 1st of each month.
7. Prepare a “hot list” of open items that need to be addressed and update this list twice weekly for distribution
8. Maintain “Project Records” at the Site Office, or another location as mutually agreed, in an orderly manner as directed by the CMSBC. “Project Records” shall include, without limitation, copies of all correspondence concerning the Project, meeting minutes or summaries of meetings, lien releases, and any other Project related documentation. The Owner’s Representative will maintain separate Project files for Architect’s and other CMSBC Consultant’s Change Requests, approved and rejected Change Orders, Architect’s and other CMSBC Consultant’s requisitions for payment and documents related to submittals to and requests for payments from the OSCG. Confirm that the Construction Manager at Risk is maintaining current and updated records of the Contract Documents, Project construction schedule, change orders, test results, permits, inspection reports, insurance policies and shop drawings.
9. Review Construction Manager’s electronic Log of all daily activities including daily progress, weather conditions, visitors, inspectors, sub-contractors on site, nature and location of work performed, and site safety incidents as reported by the Construction Manager in its daily logs and daily reports.
10. As requested by the CMSBC or a member of the Project Team, meet and accompany inspectors from local, state or federal agencies having jurisdiction over the Project during the inspection process, immediately report the results of such inspections to the CMSBC and the Project Team and, thereafter, monitor any and all corrective actions.

11. Observe all testing that takes place on the Project site, and maintain records of such testing and test reports at the Site Office. Work with Commissioning Agent to ensure that appropriate tests are conducted to meet requirements of CT High Performance Building Standards.
12. Review field reports from the Architect and other design professionals and monitor any and all corrective actions taken.
13. Observe and inspect materials delivered to the Project site to be incorporated in the Project to ensure that such materials are those specified in the Contract Documents (or properly approved substitutes), are in good condition and are free of defects.
14. Monitor the proper storage of materials, including any off-site storage and report any issues with the materials or storage to the Construction Manager. Notify the CMSBC if, in the Owner's Representative's opinion, any materials should be replaced due to damage from storage.
15. Immediately notify the CMSBC, the Project Team and others of any work on the Project which, in the opinion of the Owner's Representative, is substandard or otherwise not in accordance with the Contract Documents. Document such work with photographs, measurements etc., as appropriate.
16. Immediately report to the CMSBC and the Project Team any conditions that may result in a delay of completion of the Project.
17. Upon Substantial Completion of the Project as certified by the Architect, assist the Project Team in the development of a punch list of items to be completed or corrected to achieve final completion of the Project. Monitor the status of the punch list and inform the CMSBC of such status of the punch list on a weekly basis at a minimum.
18. Monitor and inspect the installation of equipment, material and furnishings. Sign delivery slips for all furniture, fixtures and equipment deliveries to the Project site.
19. Participate in final inspection, close-out, and systems start-up and commissioning for the Project.
20. Assist in the coordination of access to various parts of the new facility and the Project site by the Construction Manager, its subcontractors and by the occupants.
21. During occupancy of the Project site, observe building conditions. Notify the CMSBC and report in writing to the CMSBC and the Project Team of any unsafe condition(s) observed during Owner's Representative's site visits.
22. Receive and inventory keys, special tools, filters, spare parts, and similar items for transfer to the CMSBC.
23. Review all Applications for Payment except those for legal services. Upon a consensus of the Construction Manager, the Architect and the Owner's Representative on the application, the Owner's Representative will sign the final document indicating the Owner's Representative's approval. The Owner's Representative will be responsible for obtaining the written approval of the CMSBC Chairman as regards each Application for Payment prior to indicating the Owner's Representative's approval of such Application for Payment.

24. Receive and review as-built drawings for transfer to the CMSBC.
25. Receive, review, maintain and compile technical manuals, operator's manuals, manufacturer's instructions, warranties, guarantees and similar documents for transfer to the CMSBC.
26. Manage, direct and control the Architect, Construction Manager, and Commissioning Agent to ensure that required systems commissioning is completed in a thorough and timely manner.
27. Manage, direct and control the Construction Manager and Commissioning Agent to ensure that the Building Operations Manual for all building systems and mechanical aspects of the Project is complete and that training on building systems and mechanicals is conducted in a thorough and timely manner.
28. Review and approve change orders for signatures
29. Securing of signatures on change orders from the Construction Manager and the CMSBC chairman.
30. Tracking / maintaining balance on construction and professional contracts
31. Tracking / maintaining balances of funds for the project, including the entire budget and showing all hard and soft costs in detail.

EXHIBIT B

**State of Connecticut
Town of Greenwich
Contract**

Town Department: Greenwich Public Schools

Contract No.: **XXXX**

Division:

Account Name: Consulting Services

Name and

Account Code:

Address of Contractor:

Total Amount of Contract: \$

This Agreement made ____ day of ____ 2024 between the Towns of Greenwich hereafter called Town and CONSULTANT/VENDOR., hereafter called the Contractor.

Witnessed as follows:

1. The contractor agrees to furnish materials and perform services as shown in specifications and contract documents hereto attached and made a part hereof, and consisting of numbered pages from 1 to .
2. The Town agrees to pay the price designated for such materials and services upon certification by the proper agent of the Town.
3. This contract shall not be valid until approved by the Town Counsel and countersigned by the Town Comptroller.

TOWN OF GREENWICH

By _____

Its

CONTRACTOR

By _____

Its

Approved as to legal sufficiency

Date _____

Town Counsel

I hereby certify that the estimated amount of this contract does not exceed the unencumbered balances of amounts duly appropriated and against which this contract is chargeable as indicated hereon.

Date _____

EXHIBIT C

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:**
 - 1. **Commercial General Liability.**
 - 2. **Town of Greenwich, Central Middle School Building Committee and The Board of Education as additional insured.**
 - 3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**

- Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**

- Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**

- Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**

- Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$2,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**

- Other (Builder's Risk, etc.): _____.**

- CERTIFICATE HOLDER: The Town of Greenwich, The Central Middle School Building Committee and the Greenwich Board of Education. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.**

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that The Town of Greenwich, The Central Middle School Building Committee and the Greenwich Board of Education is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich, The Central Middle School Building Committee and the Greenwich Board of Education has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A: VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Eugene H. Watts, Senior Buyer
Purchasing Department
Town of Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re: The Town of Greenwich, The Central Middle School Building Committee and the Greenwich Board of Education / Owner's Representative / Contract #

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert State]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) **The Town of Greenwich, The Central Middle School Building Committee and the Greenwich Board of Education** has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSUREERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS								
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE AGGREGATE								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> </tr> <tr> <td colspan="2">E.L. DISEASE-EA EMPLOYEE</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT		E.L. DISEASE-EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT	
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT													
E.L. DISEASE-EA EMPLOYEE													
E.L. DISEASE - POLICY LIMIT													
	Professional Liability												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Additional Insured: The Town of Greenwich, The Central Middle School Building Committee and the Greenwich Board of Education are named as additional insured for Contract # ____ It is agreed by both parties to Contract No ____ that the Company's insurance will be primary and non-contributory

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: __	CANCELLATION
Certificate Holder: Town of Greenwich, Central Middle School Building Committee and The Board of Education 101 Field Point Road Greenwich, CT 06830		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESETNATIVE

EXHIBIT D: FEE SCHEDULE

Fee Schedule must be put in a separate envelope

HOURLY RATES

PRINCIPAL-IN-CHARGE: \$ \$ \$ _____

PROJECT MANAGER \$ \$ \$ _____

ASST. PROJECT MANAGER \$ \$ \$ _____

STATE REGULATORY SPECIALIST: \$ \$ \$ _____

ADMINISTRATIVE SUPPORT: \$ \$ \$ _____

COST ESTIMATOR \$ \$ \$ _____

FIRM NAME: _____

EXHIBIT 1
ACCEPTANCE OF CONTRACT

As a condition of satisfying the minimum qualifications of the 'Request for Proposals' # 2438-24, issued by the Central Middle School Building Committee for Owner's Representative Services, the undersigned, as part of its submission in response to that RFP, hereby accepts the terms and conditions of the Contract included and attached to the RFP as Exhibit B, without exception, and will execute the same within five (5) days after the completed contract is received by the undersigned.

By: _____

_____, *Its* _____

Date

EXHIBIT 2

NONCOLLUSION AFFIDAVIT

GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVE
GREENWICH, CONNECTICUT

State of _____:

County of _____: S.S.

I state that I am the _____ of _____
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation communication or agreement with any other contractor, proposer/proposer or potential proposer/proposer.
- (2) Neither the price(s) nor the amount of this RFP, and neither the approximate price(s) nor approximate amount of this RFP, have been disclosed to any other firm or person who is a proposer/proposer or potential proposer/proposer, and they will not be disclosed before RFP opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this RFP, or to submit any intentionally high or noncompetitive RFP or other form of complementary RFP.
- (4) I fully understand that more than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer/proposer is interested in more than one RFP for the work contemplated may cause rejection of all RFPs in which the proposer/proposer is interested. Any or all proposers/proposers will be rejected if there is any reason for believing that collusion exists among the proposers/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each proposer/proposer by submitting a proposal certifies that it is not a part to any collusive action.
- (5) The RFP of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(6) _____ its affiliates, subsidiaries, officers,
(NAME OF MY FIRM)
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that
(NAME OF MY FIRM)

the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the proposal for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of proposals for this contract.

(7) I agree to furnish and deliver all services on the date and time agreed on by _____ and the Central Middle School Building
(NAME OF MY FIRM)

Committee/Greenwich Board of Education at the time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a proposer submits a proposal on any item he/she will be responsible for delivering that item at the proposal cost, in accordance with the attached above specifications, which were submitted with this proposal and upon which the proposal was made.

(8) In submitting this proposal, the undersigned declares that this is made without any connection with any persons making another proposal on the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

(9) In submitting this proposal, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under or otherwise in the performance of such contract.

(10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the proposal. If found to be false, the Town of Greenwich retains the right to reject said proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said proposal and contract or purchase order.

(11) The Greenwich Code of Ethics can be found at www.greenwichct.org. Code of Ethics stated as follows:

1. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or
2. Indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town Officer.
3. **GIFTS AND FAVORS.** No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No Town Officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.
5. **VENDOR INFORMATION.** (Please print the following)

VENDOR NAME

ADDRESS

TELEPHONE

FAX #

E-MAIL

WEB SITE

PRINT NAME

TELEPHONE #

(12) By signing this proposal, the proposer/proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Proposers/Proposers Employment Discrimination by the Contractor Prohibited.

AUTHORIZED SIGNATURE _____ TITLE _____

SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ AND THE STATE OF _____

_____ THIS _____

DAY OF _____, 2024

_____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

OWNER'S REPRESENTATIVE SERVICES AGREEMENT

THIS AGREEMENT is made effective this ____ day of _____ 2024, by and between the Greenwich Board of Education, acting by and through the Central Middle School Building Committee ("**Owner**"), and _____ with a principal place of business at _____ (the **Owner's Representative, hereinafter the "OREP"**) for Services in connection with the Project hereinafter defined.

The Owner and the OREP agree as set forth below:

ARTICLE 1 RELATIONSHIP OF THE PARTIES AND DEFINITIONS

The OREP 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. The OREP shall furnish professional skill and judgment at all times to provide its Services in furtherance of the Owner's overall project goals, including goals for program, design, budget, time and quality. The OREP shall perform its Services, as more particularly defined in Article 2 below, expeditiously in accordance with the expertise, skill and care exercised by professionals serving in a similar capacity that have successfully completed projects of comparable size and complexity and shall at all times advance the orderly progress of the Project and cooperate with the Architect, the General Contractor or Construction Manager (hereinafter the "Contractor") and other Consultants in furthering the interests of the Owner.

The General Terms and Conditions and the Insurance Requirements set forth in the Request for Proposals for Owner's Representative Services issued by the Greenwich Public Schools and dated _____ are hereby incorporated by reference and made a part hereof as if fully set forth herein.

1.1 Definitions. Terms capitalized in this Agreement are defined as follows:

1.1.1 'Architect' means the licensed Architect or architectural firm and its Consultants, engaged by the Owner to perform design services for the Project.

1.1.2 'Contractor' means the entity retained by the Owner to perform the construction Work in connection with the Project.

1.1.3 'Day' shall mean calendar day unless otherwise specifically designated.

- 1.1.4 **'Consultant'** means an architect, engineer, planner, landscape architect or other consultant, other than the Architect, with whom the Owner contracts to perform design or consulting services on the Project.
- 1.1.5 **'Final Completion'** occurs on the date that the Contractor completes its obligations under its contract with the Town, the Owner accepts the Work, and the Owner makes final payment.
- 1.1.6 The **'Project'** means the design and construction of the new Central Middle School project located in Greenwich, Connecticut.
- 1.1.7 **'Grant Commitment'** means the approval of The Office of School Construction Grants and Review ("**OSCG&R**") for authorization for a State grant commitment.
- 1.1.8 **'The Office of School Construction Grants and Review ("**OSCG&R**")'** means the State of Connecticut authority responsible for school construction Grant Commitments including the selection and award of grants, monitoring and approval of all phases of construction and disbursement of grant funding.
- 1.1.9 **'Project Budget'** means the budget for the entire Project.
- 1.1.10 **'Project Schedule'** means the overall schedule for the entire Project.
- 1.1.11 **'Subcontractor'** means a person or entity retained by the Contractor as an independent contractor to provide labor, materials, equipment and/or services necessary to complete a specific portion of the Work.
- 1.1.12 The **'Work'** means the construction or services necessary or incidental to fulfill the Contractor's obligations pursuant to its agreement with the Owner.
- 1.1.13 **'Contract Documents'** consist of the agreement between the Owner and the Contractor, drawings, specifications, and any addenda thereto, other documents listed in the agreement between the Owner and the Contractor and modifications issued after execution of the agreement between the Owner and the Contractor.
- 1.2 **The Construction Team.** The OREP, the Owner, the Contractor, Subcontractors, and the Architect and Consultants, called the "Construction Team", shall work from the beginning of design of the Project through Final Completion. The OREP shall provide oversight to the Construction Team and advise the Owner on all matters relating to design and construction.
- 1.2.1 No key project personnel of the OREP assigned to this Project and included in the Staffing Plan attached hereto as **Exhibit B** shall be replaced without prior consent of the Owner, provided that if key personnel leave the OREP's employ, or otherwise become incapacitated, the OREP shall designate

replacement personnel with at least the same level of experience, subject to the prior approval of the Owner.

1.3 Independent Contractor. This Agreement shall not create an employee/employer relationship between the Owner and the OREP. It is the parties' intention that the OREP will be an independent contractor and not the Owner's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime requirements, Federal Insurance Contribution Act, and the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Law, State Workers Compensation Law, and State Unemployment Insurance Law. This Agreement shall not be construed as creating any joint employment relationship between the OREP and Owner, and Owner will not be liable for any obligation incurred by the OREP, including but not limited to unpaid minimum wage and/or overtime premiums, and insurance.

1.3.1 The OREP shall indemnify and hold Owner harmless from all losses, injuries or damages, and wages or overtime compensation due the OREP's employees in rendering Services pursuant to this Agreement including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other state or federal law.

**ARTICLE 2
OREP SERVICES**

The OREP will perform the following services (**the "Services"**) under this Agreement:

2.1 Basic Services. The OREP 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 budget limitations established by the Owner, shall provide comprehensive oversight and management of all aspects of the project from conception to completion and build and maintain positive relationships with stakeholders, including owners, contractors, government agencies, and community members. The OREP shall report directly to the Central Middle School Building Committee ("CMSBC") and coordinate with the First Selectman/Town Administrator and their designee(s). The OREP shall also collaborate with the end-user in the Board of Education, Superintendent and designee(s) as necessary to ensure the final project satisfies the education specifications as approved by the Board of Education. The Basic Services are generally described in Sections 2.2 through 2.5 below, and shall also consist of any other Services identified as Basic Services in this Agreement.

2.2 Pre-Construction Services.

2.2.1

- 2.2.2** Review bid FF&E and Technology packages prepared by the Architect and Owner. Oversee with Architect, delivery, inspection and quality control and installation of the FF&E technology.
- 2.2.3** Review Contractor's bidding procedures and criteria. Attend and provide input regarding scope review to ensure that contractors and subcontractors responses satisfy the requirements of the construction contracts. Assist with procurement of vendors.
- 2.2.4** Coordinate bonding format, procedures and criteria. Coordinate insurance certificate review and approval.
- 2.2.5** Manage Owner's Architect and Consultants, including architecture, geotechnical testing, environmental, material testing, civil, surveyor, etc.
- 2.2.6** Develop overall Project Management Plan providing a budget and milestone schedule, and develop an organization chart displaying lines of authority regarding issuance of decisions and orders.
- 2.2.7** Assist the Owner and Town officials with negotiations with the Contractor for a Guaranteed Maximum Price for the construction work. Review Contractor's detailed Guaranteed Maximum Price proposal inclusive of all costs associated with the Project construction including Contingencies and provide comment to Owner.
- 2.2.8** Attend bi-weekly, special meetings and Owner's meetings with the Architect to assist in development of the Project design.
- 2.2.9** Attend all pre-construction meetings.
- 2.2.10** 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.
- 2.2.11** Coordinate with the Architect for finalization and approval of drawings and specifications, MEP, hardscape and landscape plans.
- 2.2.12** Schedule and attend regular meetings with the Architect and other Consultants to advise on-site use and improvements, and selection of materials, preliminary budgets, and possible alternative economic solutions. If OREP 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 OREP will convey such recommendations to Owner. If requested, OREP will assist Owner in engaging an environmental company to perform a Phase I environmental assessment of the Property, and a Phase II if necessary.

- 2.2.13** Ensure Architect's completion of all required environmental and hazardous materials studies and testing, if needed. Review and comment as necessary.
- 2.2.14** In conjunction with the other members of the Construction Team, assist Owner in obtaining all governmental permits and approvals necessary for the Project and the completion of the Work. Coordinate local agency approvals. Assist the Architect and represent the Owner in all aspects of the planning and zoning and conservation commission approval process, and in completing any applications and filings for all permits required on behalf of the Owner. Monitor application for and receipt of all required Project permits and approvals. Represent the Owner before all required regulatory permitting agencies and in all Project meetings.
- 2.2.15** Prepare a draft Project Budget for the entire Project as soon as major Project requirements have been identified and Contractor's bid(s) have been received, and update the Project Budget at least monthly for the Owner's review and approval with the understanding that the Project Budget will be finalized once construction documents have been completed and priced by the Contractor. Ensure Contractor's timely input during preconstruction (if selected). If it appears that the Project Budget will not be met, make recommendations for corrective action, where corrective action is possible.
- 2.2.16** The OREP will maintain complete and accurate records related to construction for the Project and provide 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.
- 2.2.17** Request the Contractor to attempt to identify long lead items, which may affect the Project Schedule. In order to expedite the procurement of long-lead items, recommend when necessary to maintain schedule that the Contractor provide such items in advance. Review and comment on Contractor's planned sequence of building turns. Review and evaluate the Contractor's and Architect's phase-based designs, construction schedules, construction requirements and approvals (including incorporation of OSCG&R reviews and approvals), assist with the development of a master schedule for the Project, and maintain and manage schedule updates. Immediately report to the CMSBC and Construction Team any conditions that may result in delay to the completion of the Project.
- 2.2.18** Provide value engineering suggestions throughout the course of the Project.
- 2.2.19** Review all final architectural and engineering drawings and request the Architect to determine their completeness, to attempt to eliminate areas of

conflict and overlapping Work, and to attempt to verify their coordination between design disciplines and their appropriateness for permit submittal and procurement.

- 2.2.20** Coordinate with the Owner related to all land use requirements including permits, licenses, and certificates. Attend and represent the Owner in all required regulatory permitting agencies and meetings related to the Project. Coordinate with utility companies and explore utility incentives.
- 2.2.21** For each phase of construction, request the Contractor to review the design as it develops and drawings and specifications as they are prepared, and report to the OREP on design and construction details that affect construction feasibility, efficiency, and available labor and materials. Alternatives will be considered in value engineering exercises in an effort to achieve efficiencies in the Project Schedule or Project Budget.
- 2.2.22** Submit recommendations to Owner regarding the award of the Construction Contract relating to the Project.
- 2.2.23** Obtain pricing for any additional required scopes of Work including specialty equipment, signage and/or other specialty items as the Owner may direct from time to time.
- 2.2.24** 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 requests for information from the Contractor and the 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.
- 2.2.25** Verify Contractor has obtained required performance bonds and insurance as may be required by the Owner in the Project Contract Documents.
- 2.2.26** If and when necessary, OREP and appropriate Construction Team members will attend public meetings concerning the Project and report relevant feedback to the Owner on the results of such meetings.
- 2.2.27** To the extent necessary, the OREP is responsible for understanding and fully and timely complying with all requirements related to pre-construction phase reporting, filing requirements and approvals required by the OSCG&R pursuant to its policies for Grant Commitment.
- 2.2.28** Review design professional contracts and payment requests.
- 2.2.29** Immediately notify the CMSBC, the Construction Team and others of any work on the Project which, in the opinion of OREP, is substandard or

otherwise not in accordance with any of the Contract Documents.
Document same with photographs and measurements as appropriate.

2.2.30 Maintain a meeting management Issues Log (agendas and minutes), risk register, prepare and update a project charter and provide weekly scorecards.

2.2.31 Develop and maintain a digital repository of all closeout documents, as well as maintain hard copies.

2.3 Construction.

2.3.1 Provide oversight of the construction of the Project by the Contractor, and manage the Work of the Contractor. OREP 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 CMSBC and Board of Education. Assist in the coordination of access to the project site and various parts of the new facility by Contractor, subcontractors and occupants.

2.3.2 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 CMSBC regularly scheduled meetings as required (minimum of two meetings per month) and other meetings as may be requested by the CMSBC, including public presentations.

2.3.3 Provide on-site representation, at a minimum of a weekly basis, to ensure that work is carried out to the Owner's standards, specifications and schedule. The OREP shall be on-site during construction a sufficient amount of time or numbers of hours to administer all phases of construction in conformance with the Staffing Plan attached as Exhibit B. Duties of on-site representative include but are not limited to the following:

2.3.3.1 Attend all on-site meetings including special job meetings. Review all meeting minutes prepared and distributed by the Contractor for accuracy. Track the issuance of meeting minutes and field observation reports by the Architect and Contractor to ensure issuance of same within three business days following project meetings.

2.3.3.2 Maintain Project records including daily reports of Contractor and subcontractors on-site work crews including number of workers, hours worked, daily work completed, visitors, weather conditions, correspondence, reports of job meetings, shop drawings, sample submissions, change orders, additional drawing clarifications, interpretations of the contract documents, progress reports and other Project-related documents and pertinent information. These records shall include, without limitation, copies of all project correspondence, meeting minutes or summaries of meetings, lien releases, and any other project

documentation. Maintain separate project files for Architect's and other consultant 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.

2.3.3.3 Verify work in progress and work not commenced.

2.3.3.4 Coordinate with the Contractor in the administration of the inspection and testing of materials as tested on the job site. Attend all on-site third party tests and record in testing log. If requested, observe and inspect materials delivered to the Project to ensure that such materials are as specified in the Contract Documents (or properly approved substitutes), are in good condition and free of defects. If requested, monitor proper storage of materials, whether onsite or offsite) and report any issues to the Contractor. Notify the CMSBC if, in the OREP's opinion, any materials should be replaced due to damage from storage.

2.3.3.5 Ensure materials delivered to the Work site are in compliance with approved submittals and no substitutions have been made without written approval by the Architect.

2.3.3.6 Maintain a log of construction deficiencies including type of deficiency, date deficiency was discovered, date contractor was notified, contractor plan of action to correct deficiency, date of planned correction, and date of actual completion of work to correct deficiency. Review and prepare report regarding the acceptability of the completed work.

2.3.3.7 Attend all inspections by local and State Building Officials and Fire Marshal inspections. Note inspections and results of inspections in separate inspection log.

2.3.4 OREP shall evaluate Contractor's compliance with conducting independent testing and inspections, shall review inspection and test reports and notify the Owner and Contractor of observed deficiencies in the Work.

2.3.5 Review Contractor's quality control and Safety Programs; Provide quality assurance / quality control of the Work. Notify the CMSBC and Construction Team in writing of any unsafe condition(s) observed during OREP's site visits.

2.3.6 Participate in dispute resolution efforts should disputes arise between Architect and Contractor, Architect and CMSBC, and/or Contractor and CMSBC.

2.3.7 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.

- 2.3.8** 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.
- 2.3.9** 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.
- 2.3.10** Oversee and provide guidance to Contractor in Contractor's coordination of Project work involving municipal authorities, agencies, and utility companies.
- 2.3.11** Recommend and manage necessary or desirable change orders and coordinate with the OSCG&R, as necessary, for approval.
- 2.3.12** Direct the Contractor to provide a safety plan that is in conformance with applicable health and safety laws, regulations, ordinances and codes. Coordinate with the Construction Team to attempt to ensure that the Work shall not interfere with the continuous operation of the occupied building area and Project site.
- 2.3.13** Assist Owner with any reasonable information requests from the insurance company and the OSCG&R.
- 2.3.14** Payments to the Contractor and Consultants. On or before the fifteenth (15th) day of each month, the OREP shall submit a Disbursement Request. The Disbursement Request will include (i) applications of the contingency (if any) or the allocation of any savings and the amounts so requested; (ii) a schedule of costs incurred to date; (iii) all pay applications and invoices along with back-up information and material received in connection with the Project and any reimbursement due to OREP in accordance with Article 5.3; (iv) certificate(s) for payment(s) received from the Architect during the previous month by OREP respecting any application(s) for payment from Contractor included in the Disbursement Request for the applicable month; (v) OREP's and Architect's recommendations as to payment of same by Owner, or stating its reason and grounds for recommending non-payment in whole or in part; and (vi) any additional funding required from Owner to satisfy all of the same. The Disbursement Request will include: (i) a schedule of costs to date; and (ii) all pay applications. Owner shall make payment on all approved amounts. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until resolved. OREP shall have the authority to sign the final document indicating the owner's approval of an application for payment. OREP will be responsible for obtaining the written approval of the CMSBC Chair as regards each application for payment prior to indicating OREP's approval of such application for payment.

- 2.3.15** OREP must 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.
- 2.3.16** 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 OREP 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.
- 2.3.17**
- 2.3.18** Advise and provide regular updates to the First Selectman (or Town Administrator) and Finance Director regarding cash flow forecasts.
- 2.3.19** Oversee Commissioning Agent services. Commissioning Agent to be selected by the Owner. Coordinate with the Contractor and Architect to resolve identified deficiencies. Work with Commissioning Agent to ensure that appropriate tests are conducted to meet requirements of CT High Performance Building Standards. Work with the Architect, Contractor and any other consultants to ensure that required systems commissioning is completed in a thorough and timely manner. Work with Contractor and Commissioning Agent to ensure that Building Operations Manual for all building systems and mechanical aspects of the Project are complete and

that training on building systems and mechanical aspects of the Project is conducted in a thorough and timely manner.

- 2.3.20** Conduct inspections as necessary to determine progress and completion of the Work.
- 2.3.21** Recommend necessary or desirable changes in the Work to the Owner and the Architect, review requests for changes, submit recommendations to the Owner and the Architect, and assist in negotiating change orders with the Contractor OREP shall prepare change orders and secure signatures on same from the CNSBC Chair and the Contractor.
- 2.3.22** Review, negotiate and recommend to Owner any proposed back charges, withholdings, or other payment claims and disputes with Contractor.
- 2.3.23** Once OREP is made aware, notify and advise Owner in connection with any claims not resolvable in the field that are made against Owner by the Contractor, Subcontractors, Architect, Consultant, any adjoining property owner or any other party concerning the development and construction of the Project.
- 2.3.24** Diligently work with the relevant members of the Construction Team to resolve any design or field condition problems or disputes in a practical, constructive manner.
- 2.3.25** If required, assist the Owner in selecting and retaining professional services of a surveyor, testing laboratories and/or special consultants, and generally coordinate these services.
- 2.3.26** Make contact with all applicable utility companies, whether governmental or otherwise, and, along with the Contractor, coordinate the installation of all applicable utility services to the Project on a timely basis.
- 2.3.27** Direct the Construction Team to perform any tests and inspections required by any lender or governmental authority (the cost of which test and/or inspections will be paid by Owner). OREP shall be present at all inspections by local and state Building Officials and Fire Marshal inspections.
- 2.3.28** Assist Owner in filing any notices of completion required to be filed and taking reasonable action to assist Owner in obtaining required licenses or permits (the fees for which licenses and permits will be paid by Owner) during construction.
- 2.3.29** Coordinate efforts by all appropriate parties to complete the punch list items identified by the Architect, Contractor and Owner.
- 2.3.30** Furniture, Fixtures & Equipment management via support from Owner's Procurement Department for appliances and similar items.

- 2.3.31** Once OREP is made aware, advise Owner, in writing, of any defects or deficiencies in the Work that cannot be corrected in the field, or changes which may result in the Project Budget being substantially exceeded or the Project Schedule, including milestones, not being substantially met.
- 2.3.32** Once OREP is made aware, advise Owner, in writing, of any material failures of which the OREP becomes aware by any of the other Construction Team members to perform their obligations under their respective agreements, and recommend courses of action to the Owner when requirements of a contract are not being met.
- 2.3.33** Through the period of the Work, maintain a complete Project file of all significant and relevant documents that the OREP receives or creates, including without limitation, copies of all Project contracts, construction documents, communications and correspondence, logs, manuals, reports, minutes, and other Project documents, to make available to Owner at Owner's request. Provide a monthly written report to the CMSBC outlining construction progress, needed decisions, pending change orders, current activities, construction photos, daily logs and any other information relevant to the Project. Prepare a "hot list" of open items requiring attention and submit same to the CMSBC at least 48 hours prior CMSBC meetings; update the list on a weekly basis.
- 2.3.34** Upon Owner's written authorization, negotiate agreements in the name of on behalf of Owner for performance of certain services or delivery of certain materials or equipment for use on the Project or at the Project site. Monitor and inspect installation of equipment, materials and furnishings. Sign delivery tickets for all furniture, fixtures and equipment deliveries to the Project site.
- 2.3.35** Signage coordination, including wayfinding, branding, and marketing support.
- 2.3.36** Development and maintenance of monthly Project reports, logs and recordkeeping as articulated in the Agreement.
- 2.3.37** Attend job meetings to discuss procedures, progress, problems and scheduling including meetings with Town of Greenwich employees, consultants, attorneys or other consultants, including the Board of Education and the CMSBC.
- 2.3.38** Coordinate with the Contractor the development and maintenance of a record of all contractors, subcontractors and major material and equipment suppliers. Information should include the following: company's name, address, telephone number, Fax number, email address and contact name and phone number.

- 2.3.39** Coordinate work with the activities and responsibilities of the Owner, Architect and Consultants to ensure work is being completed in accordance with contract documents.
- 2.3.41** Prior to Substantial Completion, coordinate with the Contractor and Architect, the preparation of a punch list indicating any outstanding work, require that these items be completed in an expeditious manner and monitor the completion of all punch list items.
- 2.3.42** To the extent necessary, the OREP is responsible for understanding and fully and timely complying with all requirements related to construction phase reporting, filing requirements and approvals required by the OSCG&R pursuant to its policies for Grant Commitment.

2.4 Post-Construction.

- 2.4.1** Coordinate all required inspections and approvals necessary to permit occupancy and Final Completion. Attend final inspection with Architect and Contractor to verify completion of the Work.
- 2.4.2** Coordinate with Contractor, Architect and Owner's Building Official and Fire Marshal for Temporary and Final Certificates of Occupancy.
- 2.4.3** OREP will cause copies of any Temporary Certificates of Occupancy ("TCO") (if applicable) and Certificate(s) of Occupancy to be provided to the Owner (and OSCG&R, if necessary).
- 2.4.4** Inspect the Project with the Architect and the Contractor, and submit to Owner recommendations concerning the acceptance of the Project or any phase of the Project by Owner and the approval by Owner of completed punch list items.
- 2.4.5** Provide for the close out of all agreements; prepare a final report to Owner confirming final Project costs, close out information and related documentation.
- 2.4.6** Direct Contractor to facilitate the checkout, initial start-up and testing of utilities, operations systems and equipment for readiness with the Project maintenance personnel and participate in same.
- 2.4.7** Coordinate bidding, selection and work of moving services for phased move requirements and final occupancy.
- 2.4.8** Assist the Contractor with the assembly of all documents, guarantees, warranties, manuals, certificates, parts lists, attic stock, as-built drawings, etc. required by the contract documents and ensure that all are forwarded to the CMSBC. Assist the Contractor with obtaining all final releases, lien waivers and bonds indemnifying Owner against liens.

- 2.4.9** Verify all claim releases required to issue final certificate of completion and final payment to the Construction Team, and forward to Owner.
- 2.4.10** Coordinate with the Contractor and Architect to ensure that the Project's mechanical system and building system suppliers provide operating and maintenance training videos for end users.
- 2.4.11** Expedite preparation of "as-built" drawings in accordance with the terms of the specifications. OREP shall receive and review as-built drawings for transfer to the CMSBC.
- 2.4.12** Monitor status of retainage and recommend to Owner release as applicable.
- 2.4.13** Review final Project accounting. Provide for the close out of all agreements; prepare a final report to Owner confirming final project costs, close out information and related documentation. Receive and inventory keys, special tools, filters, spare parts and similar items for transfer to the CMSBC.
- 2.4.14** Assist Architect in a ten month re-inspection after Project's Substantial Completion to identify any open warranty issues. Assist the Owner in resolution of any warranty issues.
- 2.4.15** Review bonding agreements and provide recommendations regarding bond releases.
- 2.4.16** Advise Owner and Board of Education regarding timing for Project completion.
- 2.4.17**
- 2.4.18** OREP is responsible for any and all services not specifically defined above which are typical and reasonable services for the design, bidding and construction provided by an OREP to an Owner for a construction project of a similar size, complexity and value.

2.5 Additional Services.

- 2.5.1 Additional Services.** At the request of the Owner and with written agreement from the OREP, the OREP will provide Additional Services including additions in staffing or extension to duration of Services, upon prior written authorization from the Owner defining the extent of such Additional Services and the amount and manner in which the OREP will be compensated for such Additional Services. The OREP will invoice for Additional Services pursuant to Article 6, with each invoice setting forth separately and clearly the phase or area of the Project to which the Additional Services were provided.

**ARTICLE 3
OWNER'S RESPONSIBILITIES**

- 3.1** The Owner shall provide any reasonable and necessary information regarding the Owner's requirements for the Project, including but not limited to Project scope, programming, phasing, and schedule.
- 3.2** The Owner shall designate a representative(s) with the authority to make decisions and approvals, and furnish information as required and upon which the OREP may rely.
- 3.3** The Owner shall retain an Architect to design and to prepare construction documents for the Project. The Architect's services, duties and responsibilities shall be described in the agreement between the Owner and the Architect, a copy of which will be furnished without charge to the OREP, subject to the redaction of contract price information. The Owner may retain other Consultants as required for the Project.
- 3.4** The Owner shall retain the Contractor to provide the construction services and to perform the Work for the Project. The Contractor will perform its services "at risk," and will enter into subcontracts with all necessary trades. The form of the agreement with the Contractor, including any general or supplementary conditions, shall be negotiated by the Owner and Contractor, with the assistance of the OREP. The Owner will provide a copy of its agreement with the Contractor, subject to the redaction of contract price information, to the OREP without charge.
- 3.5** The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.6** The Owner shall furnish such legal services as may be necessary for providing the items set forth in Section 3.5 above, and such auditing services as the Owner may require.
- 3.7** The OREP will be furnished without charge with copies of all drawings and specifications reasonably necessary for the execution of the OREP's Services.
- 3.8** The Owner shall provide its own property and liability insurance for the Project as provided in Section 7.3.
- 3.9** The Owner shall use commercially reasonable efforts to require the Contractor to add OREP as an additional insured on the Contractor's Commercial General Liability Policy.

**ARTICLE 4
PROJECT SCHEDULE & DURATION OF
SERVICES**

4.1 The Anticipated Project Milestone dates are:

Design/Local and State Approvals: (TBD)

Bidding and Award (Phase 1): (TBD)

Construction: (TBD)

Substantial Completion: (TBD)

Project Closeout/Final Completion: (TBD)

4.2 The OREP's duration of Services shall commence upon the effective date of this Agreement, and shall conclude upon the completion of the Services to be provided by OREP pursuant to Article 2 of this Agreement. Time is of the essence with respect to the performance of the OREP's Services under this Agreement.

**ARTICLE 5
OREP FEE**

5.1 In consideration of the performance of the Agreement, the Owner agrees to pay the OREP in current funds as compensation for Basic Services as follows:

5.1.1 For all Basic Services performed OREP shall initially be paid on an hourly basis in accordance with the hourly rate schedule set forth on the attached Exhibit A, to be invoiced in monthly installments based on the anticipated schedule and phase of the Project. This fee is based upon the assumption that the OREP will staff the Project per the Staffing Plan attached as Exhibit B. During the time period that the fee for Basic Services are to be performed and billed on an hourly-rate basis, no payments shall be due from Owner unless the OREP, prior to performing any such Services, submits for the Owner's approval the anticipated hours for the Services to be performed, together with a detailed description of the Services to be performed. The Owner and OREP agree that the hourly rate payment arrangement will be converted to a lump-sum fee in an amount to be determined at a later date.

- 5.2** The OREP's Fee includes but is not limited to the following:
- 5.2.1** General operating expenses of the OREP, including the costs of purchase or rental of any materials, supplies or equipment and the transportation, storage and maintenance thereof; and the costs of operating and maintaining any vehicles necessary to performance of the Agreement.
 - 5.2.2** All staff, personnel, employees or independent contractors of OREP providing Services to the Project.
 - 5.2.3** All other overhead and profit attributable to the OREP Services for the Project.
- 5.3** In addition to the Fee set forth in Sections 5.1.1 and 5.1.2, the Owner shall reimburse the OREP for amounts expended by OREP for reasonable and necessary expenses ("Reimbursable Expenses") incurred by OREP in the interests of the Project, provided that any individual expense greater than \$500 (Five Hundred Dollars) must be pre-approved in writing by the Owner. The aggregate total of Reimbursable Expenses shall not exceed \$ [REDACTED]. As a precondition to payment for Reimbursable Expenses, OREP must provide with its invoices supporting documentation acceptable to the Owner. Reimbursable Expenses are to be billed at cost, with no markup or fee.
- 5.4** Any Additional Services will be provided pursuant to an agreed upon written Change in Services at an agreed lump sum amount or at the hourly rates identified in **Exhibit A** to this Agreement. The Change in Services will include the agreed lump sum amount (or hourly rate), and when payment is to be made.

**ARTICLE 6
PAYMENTS TO THE OREP**

6.1 Invoicing and Payment.

- 6.1.1** On or before the fifth (5th) day of each month, the OREP shall submit written invoices with all supporting paperwork to the Owner for the proportion of Services performed in the immediately preceding month, plus any Reimbursable Expenses incurred during the immediately preceding month, segregated by area of work or phase of the Project in which the Services were performed. The Owner shall make payment on all approved amounts no later than thirty (30) days from the date the invoice is submitted. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until resolved, and no interest will accrue on any disputed amounts.

6.1.2 The OREP is obligated to continue providing Services under the Agreement notwithstanding any pending claims or amounts on its invoice(s) that are in dispute or during the dispute resolution process, provided that the Owner shall continue to honor its obligations under the Agreement, including timely payment of undisputed amounts due. The OREP will not stop, suspend or delay its Services in any manner as a result of any such claims or disputes, and will be responsible to Owner for all costs, expenses and fees (including attorneys' fees) arising from such stoppage, suspension or delay. In the event of a dispute regarding pending claims or amounts on the invoice(s), the parties shall designate individual representatives who shall meet in good faith within thirty (30) days of any such dispute arising to endeavor to resolve the dispute on their own. If the parties are unable to resolve the dispute on their own, the dispute shall be resolved pursuant to Article 9 of this Agreement.

**ARTICLE 7
INSURANCE, INDEMNITY AND
WAIVER OF SUBROGATION**

7.1 Indemnity.

7.1.1 The OREP shall, to the fullest extent permitted by law, indemnify, defend and hold the Owner and the Owner's officers and employees and any Additional Insureds harmless from and against all damages, losses and judgments arising from any and all claims and/or causes of action, including reasonable attorneys' fees and expenses, caused by any material breach of this Agreement, violation of law, the negligent or reckless acts or omissions or the intentional misconduct of the OREP, its employees, consultants and any persons or entities for whom the OREP is responsible with respect to the OREP's performance of its obligations under this Agreement.

7.1.2 The Owner shall use commercially reasonable efforts to cause its Contractor and Architect(s) to agree to indemnify the Owner and the OREP and hold them harmless from all claims for design and construction liabilities, bodily injury and property damage (other than property insured under Section 7.3) that may arise from the Contractor's Work and/or the Architect's design, including OREP being named as an additional insured under the Contractor's and Architect's Commercial General Liability and Umbrella/Excess policies.

7.2 OREP's Liability Insurance.

7.2.1 The OREP shall purchase from and maintain in a company or companies with an AM Best rating of no less than A VIII, acceptable to the Owner and

lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the OREP from claims which may arise out of or result from the OREP's Services on the Project. Such insurance shall include, at a minimum, the following:

7.2.1.1 Workers' Compensation Insurance: Covering claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed with the following limits:

\$1,000,000 or statutory limits, whichever is greater
Each Occurrence.

7.2.1.2 Employers' Liability Insurance: Covering claims for damages because of bodily injury, occupational sickness or disease, or death of these employees under any applicable employer's liability law.

7.2.1.3 Commercial General Liability Insurance: Covering claims for premises and operations coverage, products and completed operations, coverage for independent contractors, personal injury coverage and blanket contractual liability. Completed Operations shall be maintained by the Owner's Representative for the greater of five (5) years or the statute of repose after Owner's Representative completes its services hereunder. The policy form shall be the then most current Insurance Services Office Commercial General Liability Coverage Form No. CG0001, or its equivalent, with the following minimum limits:

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products and Completed Operations	
Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

7.2.1.4 Automobile Liability Insurance: Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle with the following limits:

\$1,000,000 Each Occurrence.

7.2.1.5 Excess (Umbrella) Liability Insurance: Shall be written on no less than a follow form basis (no more restrictive than the underlying Commercial General Liability, Employers Liability and Automobile Liability insurance) with a Limit of Liability no less than \$5,000,000 per occurrence and aggregate.

7.2.1.6 Professional Liability Insurance: Covering claims for Professional Liability Errors and Omissions in an amount not less than \$2,000,000 each claim and \$5,000,000 annual aggregate, per project, including contractual liability coverage to the extent assumed under this Agreement. The policy shall have a retroactive date that precedes the date of this Agreement. Such policy shall be maintained in full force and effect for the greater of three (3) years from the date of a Permanent Certificate of Occupancy for the Project or the termination date of this Agreement. Such policy(ies) shall not contain a Retroactive Date or Prior Acts Exclusion with a date that is later than the initial inception date of the Term of this Agreement. Owner's Representative shall purchase an extended reporting period, or "tail coverage," if necessary, to comply with this requirement, if the policy is not kept in-force.

7.2.2 All insurance shall be written on an occurrence basis for all liability policies (except Professional Liability, which may be maintained on a claims made basis), and shall be maintained without interruption from date of commencement of Services until date of final payment and termination of any coverage required to be maintained after final payment. Certificates of Insurance shall be issued to Owner and any other party identified by the Owner. Certificates shall list the Owner, the Owner's officers and employees, and any other entity designated by the Owner as additional insureds on a primary noncontributory basis with any insurance maintained by the then listed additional insured's on all liability policies (except Professional Liability coverage). Certificates shall be delivered prior to commencement of Services by the OREP. Such certificates shall show any special coverage or provisions required by this Agreement and shall provide for thirty (30) days' prior written notice to the Owner of cancellation, nonrenewal or material change to any of the insurance coverages. Certificates of Insurance showing such coverage to be in force shall be filed with the Owner prior to commencement of the OREP's Services.

7.2.3 OREP shall require any Consultant, Sub-consultant of all tiers, or any other party performing work or rendering Services on behalf of OREP in the performance of this Agreement, to maintain and provide evidence of similar coverage as stated herein or as otherwise instructed by Owner.

7.2.4 In the event OREP maintains limits greater than set forth herein, Owner and currently listed additional insureds shall be included therein as an additional insureds to the fullest extent of all such insurance in accordance with all terms and provisions herein.

7.2.5 The aforementioned coverage, as well as any other coverage that OREP may consider necessary, are the OREP sole responsibility. Any deficiency in the coverage or policy limits of the OREP insurance will be the sole responsibility of the OREP.

7.2.6 Except as otherwise provided, it is expressly agreed and understood that the cost of premiums for insurance maintained by Owner's Representative shall be at its own expense and shall not be reimbursed by Owner. Any and all deductibles and/or self-insured retentions in the above-described insurance policies shall be assumed by, for the account of and at the Owner's Representative sole risk and expense as the case may be.

7.2.7 The OREP's insurance coverage shall be primary insurance as respects the Owner's insurance.

7.3 **Property Insurance.** The Owner shall purchase and maintain property insurance covering the Project for the full cost of replacement as of the time of any loss including builder's risk, as normally carried on projects of similar size and character as the Project. This insurance shall insure against loss from the perils of fire, extended coverage, and shall include "All Risk" insurance for physical loss or damage including without duplication of coverage theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing, and damages resulting from defective design, workmanship or material.

The Owner shall purchase and maintain liability insurance in forms and amounts generally carried by municipalities in Connecticut.

7.4 **Waiver of Subrogation.**

7.4.1 The Owner and OREP waive all rights against each other for damages caused by perils covered by insurance. The Owner shall use commercially reasonable efforts to require similar waivers from the Architect, Consultants, Contractor and the Contractor's Subcontractors.

7.4.2 If the policies of insurance referred to in this Section 7.4 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

**ARTICLE 8
SUSPENSION AND TERMINATION**

8.1 **Suspension.** The Owner may, without cause, suspend, delay or disrupt the Project in whole or in part for such period of time as the Owner may determine. The OREP's fee may be adjusted for increases in cost or time caused by such suspension, delay or disruption to the extent that the OREP can demonstrate that it has incurred the added costs, except to the extent the Services would have been suspended, delayed or disrupted by other cause for which the OREP is responsible.

8.2 Termination for Convenience. Upon at least thirty (30) days' written notice to OREP, this Agreement may be terminated by the Owner for the Owner's convenience or in the event that the Project is cancelled for any reason.

8.2.1 In the event this Agreement is terminated for the Owner's convenience, the Owner will pay for that portion of the OREP's fee due on Services rendered and Reimbursable Expenses incurred by the OREP as of and through the date of termination. Such payment shall be the total extent of the Owner's liability.

8.3 Termination for Cause. Upon Owner's written notice of a material default by OREP due to a material breach by OREP or failure of the OREP to perform its obligations under this Agreement to the standard of care set forth in Article 1, OREP will have ten (10) days to cure the default to the reasonable satisfaction of the Owner, provided that if OREP has commenced to cure within said 10 days, and thereafter is prosecuting same to completion, said 10 day period shall be extended, where, due to the nature of the default, it is unable to be completely cured within 10 days. If OREP fails to reasonably cure a default, the Owner may terminate this Agreement for cause. If the Owner terminates for cause, the OREP shall be responsible for all costs, expenses and fees (including attorneys' fees) incurred by the Owner by virtue of said termination. If upon reimbursement to the Owner of all costs, expenses and fees incurred by virtue of said termination any balance remains on the OREP's remaining Fee (calculated on the basis of the Project Budget as of the date of termination), the balance shall be paid to the OREP at Final Completion of the Project.

8.3.1 Automatic Conversion. In the event that a termination for cause by the Owner is ultimately deemed wrongful by a trier of fact, such termination shall conclusively be deemed a termination for convenience, and the OREP's sole recourse shall be as set forth in Section 8.2 of this Agreement.

8.4 OREP Right to Terminate. The OREP shall not have the right to terminate this Agreement unless payment has not been received for fees for Services properly performed and/or reimbursable expenses properly incurred and not disputed by Owner in good faith, for a period of sixty (60) days after the OREP has submitted its invoice or upon written notice of default by the Owner or failure of the Owner to perform its obligations under this Agreement. Owner will have thirty (30) days to cure the default (except that the Owner shall not be entitled to any additional time in which to cure payment defaults) to the reasonable satisfaction of the OREP, provided that if the Owner has commenced to cure within said 30 days, and thereafter is prosecuting same to completion, said 30 day period shall be extended, where, due to the nature of the default, it is unable to be completely cured within 30 days. If the Owner fails to reasonably cure a default, the OREP may terminate this Agreement for cause, in which event the OREP's recourse shall be as set forth in Section 8.2 of this Agreement.

**ARTICLE 9
DISPUTE RESOLUTION, GOVERNING
LAW AND VENUE**

- 9.1 This Agreement shall be governed by the laws of the State of Connecticut.
- 9.2 All disputes arising under this Agreement shall be subject to litigation. All litigated disputes shall be subject to the exclusive jurisdiction of any state or federal court located in the Judicial District of Stamford, State of Connecticut, and each party waives any objection which it may have based upon improper venue or forum non conveniens. **THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL AND AGREE THAT ANY CLAIM FOR A JURY TRIAL SHALL BE STRICKEN BY CONSENT IF EITHER PARTY VIOLATES THIS PROVISION.**
- 9.3 As a condition precedent to any lawsuit, both the Owner and OREP agree to pursue mediation. The selection of the mediator will be by mutual agreement and the cost of mediation will be split equally by the parties.

**ARTICLE 10
MISCELLANEOUS PROVISIONS**

- 10.1 **Extent of Agreement.** This Agreement represents the entire agreement between the Owner and the OREP and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and OREP.
- 10.2 **Severability.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
- 10.3 **No Waiver of Performance.** The failure of either party to insist, in any instance, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.
- 10.4 **Assignment.** Neither the Owner nor the OREP shall assign its interest in this Agreement without the written consent of the other.
- 10.5 **Confidentiality.** All information communicated or disclosed by the Owner in connection with the Project shall be deemed confidential and shall not be communicated or disclosed to any third party without the Owner's prior written

authorization. Excluded from this confidentiality provision is information required to be disclosed in the performance of the Services hereunder, publicly available information not caused by the disclosure of confidential information by the OREP, information obtained from third parties not known to have an obligation of confidentiality or developed independently, and as required by law.

10.6 Intellectual Property. The OREP shall be deemed the author and owner of the intellectual property and work product created by the OREP. Notwithstanding the foregoing, the Owner will be deemed the owner of all intellectual property, work product, designs, architectural works and Instruments of Service prepared or created by or on behalf of the OREP, Architect, Contractor and their Consultants and Subcontractors (including common law, statutory and other reserved rights, in such designs, architectural works and Instruments of Service), but only to the extent that they pertain to unique elements of the Project that are: (a) developed exclusively for this Project or (b) developed independently by the Owner (the "Limited Copyright").

10.6.1 For all intellectual property or work product not covered by the Limited Copyright, upon execution of this Agreement, the OREP grants to the Owner a nonexclusive, irrevocable license to use the OREP's intellectual property or work product solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, or promoting, advertising, altering and adding to the Project and its surroundings. The OREP shall not use any work product that infringes any trademark, service mark, copyright, patent or other proprietary interest held by any third-party for which it has not obtained all necessary permissions and paid all royalties and license fees.

10.7 Financing Cooperation. If the Owner finances the construction of the Project, and to the extent necessary, the OREP shall cooperate with the Owner and those providing financing for the Project, including the OSCG&R, at all times in the course of the performance of its Services hereunder, including, but not limited to, the preparation of any reports within the scope of this Agreement and as required by the OSCG&R pursuant to its policies for the Grant Commitment. Any changes or modifications to this Agreement reasonably requested by the Owner to accommodate the financing shall be agreed to by the OREP and, subject to the execution of a further written agreement. This Agreement shall be amended at the option of the Owner to include such changes or modifications. Notwithstanding the foregoing, nothing herein shall obligate the OREP to agree to any change or modification which materially increases the OREP's obligations, adversely affects OREP's compensation, benefits or rights. Nor shall the OREP's risk materially increase.

10.8 Non-Discrimination. OREP agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness,

unless it is shown by the OREP that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The OREP further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated, when employed, without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by the OREP that such disability prevents performance of the work involved. The OREP agrees, in all solicitations or advertisements for employees placed by or on behalf of the OREP, to state that it is an "affirmative action-equal opportunity employer".

10.9 Background Check Requirements. ID Badging System and Prohibition on Student Contact. OREP shall comply with the requirements of Connecticut General Statutes Section 10-222c, as regards its officers, members, principals, project executives, project manager, agents, representatives, and all other salaried employees of the OREP working at the Project site.

To the extent permitted by law, the OREP shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, an "OREP Employee"), who will be physically present on school property in connection with the Project, appropriate background checks on all such OREP 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 (the "Abuse and Neglect Registry"). Such background checks shall also include a Criminal County, Criminal National, Federal Criminal National, National Sex Offender Registry, Social Security Trace and Driving Records searches. For those OREP Employees who are to be physically present on the school property 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. The OREP shall complete (or cause to be completed) background checks as to each OREP Employee prior to such OREP Employee being permitted to be physically present on school property, provided that, if the results of the search of the Abuse and Neglect Registry as to an OREP Employee are delayed beyond the date that the physical presence of such person or persons is required on site, the search of the Abuse and Neglect Registry as to such persons need not be completed prior to such physical presence but must be completed as soon as possible. If the OREP receives any information indicating that any OREP 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, the OREP shall immediately forward such information to

the Owner, to the extent permitted by law, and shall immediately remove the individual from school property and from participation in the Project.

The scope of the Work for the Project does not, and will not under any circumstances, require any contact with students. The OREP and its respective employees, agents and representatives are hereby prohibited from making any verbal, physical, telephonic, or electronic contact or any other kind of contact with any student or any other minor person on school property including, without limitation, the Project site, whether inside or outside of any school facility. The OREP shall immediately remove any individual performing Work on the Project from school property and from the Project if it becomes known to the OREP that such person may be a danger to the health or safety of the school community or its students, or at the request of the Owner, in Owner's sole discretion. The OREP shall include, and shall require its Subconsultants, if any, to include, this section in all subconsultant contracts for the Project. The OREP shall defend, indemnify and hold harmless the Owner and its officers, board members, employees, agents and representatives from and against any claims, suits or proceedings resulting from a breach of the any of the foregoing prohibitions and/or that are caused in whole or in part by the actions or omissions of the OREP, any Subconsultants, their respective employees, agents or representatives or other persons that any of them causes to be on the Owner's property.

Prior to commencing any Services under this Agreement on the Project site, the OREP shall establish and implement a worker identification badging system satisfactory to the Owner for the purpose of identifying those persons that are permitted to be on the Project site to perform Services under this Agreement. Any person on the Owner's property without the proper identification badge shall be subject to prompt removal from the Owner's property.

**ARTICLE 11
EXHIBITS**

11.1 Exhibits.

Exhibit A – Hourly Rate Schedule

Exhibit B – Staffing Plan

[The next page is the signature page]

This Agreement was executed the day and year first written above.

OWNER :

BY: _____

PRINTED NAME: _____

TITLE: _____

OWNER'S REPRESENTATIVE:

BY: _____

PRINTED NAME: _____

TITLE: _____

