

**REQUEST FOR PROPOSAL
for
OWNER'S REPRESENTATIVE SERVICES**

Roof Replacement Project
Putnam Elementary School
33 Wicker Street
Putnam, Connecticut

May 8, 2025

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INTRODUCTION

The Building Committee for the Town of Putnam requests professional services for an Owner's Representative for a roof replacement project at Putnam Elementary School. The selected firm or individual will serve as the owner's on-site representative on a day-to-day basis. Putnam Elementary School currently provides education for approximately 560 students in Grades PreK-4 and is the only elementary school in the town. Construction of the facility was completed in 1975. The facility contains general classrooms with additional spaces for art, music, gymnasium, cafeteria, library media center, and office/administration.

The Town of Putnam and its Agencies and Commissions are Affirmative Action – Equal Opportunity employers. Respondents to the request for proposal agree and warrant that in the performance of the work on these projects, they 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, mental retardation, or physical disability. Respondents agree to provide the State of Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning employment practices and procedures.

Steven R. Rioux
Superintendent of Schools

Norman Seney
Mayor, Town of Putnam

1.0 General

The Building Committee is soliciting proposals from qualified firms or individuals (hereinafter referred to as the "Respondents") to serve as the Owner's Representative for the replacement of approximately 80,911 square feet of architectural shingles and 2,420 square feet of standing seam roof at Putnam Elementary School.

The Owner's Representative is a key member of the Project Team. The Owner's Representative serves as the owner's on-site representative on a day-to-day basis. The Owner's Representative must have a good understanding of all aspects of construction, although technical skill in any particular construction trade is not necessary. The Owner's Representative must maintain a holistic view of the Project, while appreciating the details of various parts of the Work. The Owner's Representative must not attempt to fill the role of the Architect, the Contractor, the Contractor's superintendent, safety officer or any other member of the Project Team. Below are the minimum qualifications and a list of responsibilities and services the Owner's Representative shall provide.

The Town of Putnam has selected Hibbard & Rosa Architects as the Architect and Young Developers, LLC as the Contractor for the Project.

The Building Committee reserves the right to reject any and all responses to the request for proposal and to waive any informality in the request for proposal process. It shall be understood that the selection made by the Building Committee shall be final and conclusive and without recourse or appeal by the remaining Respondents.

2.0 Minimum Qualifications

- 2.1 Broad general understanding of current construction practices, methods, and materials.
- 2.2 Broad knowledge of building codes. Ability to successfully research specific building code questions.
- 2.3 General knowledge of major roofing building systems and how they work.
- 2.4 Ability to read and understand construction drawings, specifications and contracts.
- 2.5 Ability to understand the results of material testing and sampling.
- 2.6 Ability to understand warranties and conditions which invalidate those warranties.
- 2.7 Knowledge of techniques for construction scheduling.
- 2.8 Knowledge of construction site administration.
- 2.9 Thorough knowledge of the roles and interactions of the members of the building team.
- 2.10 Thorough knowledge of State of Connecticut construction financing and accounting.
- 2.11 Thorough knowledge of construction site safety requirements including OSHA requirements.
- 2.12 Familiarity with proper procedures for handling and storing hazardous materials.
- 2.13 Familiarity with environmental laws and concerns.
- 2.14 Excellent interpersonal and communication skills.
- 2.15 Basic writing and computer skills
- 2.16 Ability to constructively participate in dispute resolution.
- 2.17 Ability to provide impromptu briefing and reports to visitors and inspectors concerning the status of construction and ongoing activities.

3.0 Minimum Experience

- 3.1 At least ten (10) years experience on similar projects involving facility construction and/or renovations with at least three (3) years in a position with broad management responsibilities such as clerk of the works, owner's representative, superintendent, project manager or similar job function.
- 3.2 Experience with other Connecticut school roof projects is preferred

4.0 Responsibilities (Basic Services)

The Respondent shall provide the following Basic Services:

- 4.1 Be on-site during critical hours of the Project. Work hours are not fixed. Some weekend hours may be required.
- 4.2 Develop a thorough familiarity with the purpose of the facility to be constructed, with the Owner's requirements, with the design prepared by the Architect, and with the Contract Documents.
- 4.3 Develop a thorough understanding of the Project budget.
- 4.4 Maintain continuous communication with the Owner, Contractor, and Architect.
- 4.5 Observe the quality and progress of construction to determine, in general, that it is proceeding in accordance with the Contract Documents and schedule. Assist the Contractor's superintendent in understanding the intent of the Contract Documents.
- 4.6 Maintain records at the construction site in an orderly manner as directed by the Owner. Include copies of all correspondence concerning the Project, Contract Documents, construction schedule, change orders, test results, permits, inspection reports, insurance policies, minutes or summaries of meetings, shop drawings, invoices, lien releases, and any other applicable documentation.
- 4.7 Maintain a log of all daily activities including daily progress, weather conditions, visitors, inspectors, subcontractors on site, and the nature and location of Work performed.
- 4.8 Meet, verify identify, and accompany any inspectors from local, state, or federal agencies having jurisdiction over the Project. Immediately report the results of such inspections to the Owner, Contractor and the Architect. Monitor any corrective actions.
- 4.9 Review field reports from Architects and Engineers. Monitor and report on corrective actions.
- 4.10 Observe materials delivered to the Project site and used by the Contractor and any subcontractors to ensure that materials used are those specified by the Contract Documents or approved substitutes, and that materials are in good condition and free of defects. Report problems immediately to the Architect and Contractor and, as soon as possible, to the Owner.

- 4.11 Monitor the proper storage of materials, including any off-site storage. Report problems to the Contractor. Notify the Owner if, in the Owner's Representatives opinion, any materials should be replaced or rejected due to improper storage. Document with photographs as necessary.
- 4.12 Immediately notify the Contractor's superintendent of any unsafe conditions observed. Notify the Owner, Contractor, and the Architect of the unsafe conditions and corrective measures taken.
- 4.13 Immediately notify the Owner, Contractor, and the Architect of any Work, which, in the opinion of the Owner's Representative, is substandard or otherwise not in accordance with the Contract Documents. Document with photographs, measurements etc. as appropriate.
- 4.14 Immediately notify the Owner, Contractor, and the Architect of any conditions which may delay completion of the total Project or of major parts of the Project.
- 4.15 If the Project is in an occupied facility while the Work is being performed, assist in the coordination of access to various parts of the facility by the Contractor and by the occupants.
- 4.16 Carefully coordinate and monitor any occupation of the facility by the Owner prior to final completion of Work. Be especially alert to any conditions which may lead to claims for damage.
- 4.17 Evaluate, log, and make recommendations on requests for change orders.
- 4.18 Maintain separate files of approved and disapproved change orders, and requests for information.
- 4.19 Attend all Project meetings as the Owner's Representative. Submit written reports to the Owner following each meeting.
- 4.20 Coordinate scheduling and observe tests as required by the Contract Documents or applicable law.
- 4.21 Receive and review all Applications for Payment from the Contractor. Make recommendations to the Owner and Architect concerning payment.
- 4.22 Coordinate and direct the work of any separate Owner's contractors.
- 4.23 Direct installation and inspection of Owner furnished equipment or material.
- 4.24 Assist the Architect in the development of punch lists. Monitor the completion of Work on punch lists and inform the Owner of the status on a regular basis.
- 4.25 Participate in final inspections and commissioning.
- 4.26 Receive and review technical manuals, operators' manuals, manufacturers' instructions and similar documents for transfer to the Owner's staff.

- 4.27 Receive and inventory keys, special tools, filters, spare parts, and similar items for transfer to the Owner's staff as set forth in the Contract Documents.
- 4.28 Coordinate training of the Owner's staff on equipment operations and maintenance as required by the Contract Documents.
- 4.29 Receive and review as-built drawings for transfer to the Owner.
- 4.30 Attend all Building Committee meetings.
- 4.31 Assist the Owner in collecting and preparing documentation in order to seek reimbursement from the State of Connecticut for Project expenditures.

5.0 Documentation

5.1 Submittal Letter

The Respondent shall submit a cover letter addressed to James Purdon, Chair of the Building Committee, which provides an overview of the Respondent's proposal, as well as the name, title, phone number, and email address of the person to whom the Building Committee may direct questions concerning the request for proposal.

5.2 Resume

5.3 Key Issues and Experience

The Respondent must demonstrate:

- a) Relevant Connecticut public school experience
- b) Previous work consistent with roof projects

5.4 References

A list of at least three (3) schools for which the Respondent has completed such projects.

6.0 Project Schedule

The anticipated start date is June 17, 2025 with anticipated completion by the end of August 2025.

7.0 Insurance and Indemnification

See Form of Contract attached hereto for insurance and indemnification requirements.

8.0 Form of Contract

By submitting a response to this solicitation, the Respondent represents and warrants that it will execute the attached Form of Contract without exception condition or modification.

9.0 Fee Proposal

Fee Proposal: The Respondent is to provide an hourly rate for their services as Owner's Representative for this Project as provided in the request for proposal.

10.0 Response to Request for Proposal

10.1 The Respondent shall provide one (1) copy of their response to this request for proposal and may be required to meet with the Building Committee to discuss their proposal.

10.2 The Respondent shall mail or hand-deliver their response in a sealed envelope and shall clearly mark the envelope as follows:

Putnam Public Schools
Attn: RFP for Owners Representative Services
152 Woodstock Avenue
Putnam, Connecticut 06260

10.3 The Building Committee will receive responses to the request for proposal until **11:00 AM on May 21, 2025**, at the Putnam Public Schools Administrative Offices at 152 Woodstock Avenue, Putnam, Connecticut. Responses received after that time will not be considered.

10.4 If you have any questions, contact Thomas Hibbard for the project:

Thomas Hibbard
Hibbard & Rosa Architects
100 Riverview Center - Suite 272
292 Main Street
Middletown, CT 06457
Cell: 860-961-2107
Phone: 860-346-1809, Extension 701
Email: tom@hra.bz

11.0 Checklist and Evaluation

The following checklist represents the minimum requirements that will be used to evaluate and determine the lowest responsible qualified Respondent. Please review the list carefully and ensure that each item is included in your proposal. **Please return this sheet with your proposal and check off each item below.**

- ☐ 11.1 The Respondent understands and meets the Minimum Qualifications identified in Section 2.0.
- ☐ 11.2 The Respondent meets the Minimum Experience identified in Section 3.0.
- ☐ 11.3 The Respondent understands the Responsibilities (Basic Services) identified in Section 4.0.
- ☐ 11.4 The Respondent has included a Submittal Letter as outlined in Section 5.1 under Documentation.
- ☐ 11.5 The Respondent has included a Resume as outlined in Section 5.2 under Documentation.
- ☐ 11.6 The Respondent has demonstrated Key Issues and Experience as outlined in Section 5.3 under Documentation.
- ☐ 11.7 The Respondent has included at least three (3) References as indicated in Section 5.4 under Documentation.
- ☐ 11.8 The Respondent understands and can meet the Project Schedule as specified in Section 6.0.
- ☐ 11.9 The Respondent can meet the Insurance and Indemnification requirements as referenced in Section 7.0 and contained in the Form of Contract document.
- ☐ 11.10 The Respondent agrees to the Form of Contract as specified in Section 8.0.
- ☐ 11.11 The Respondent has included a Fee Proposal as specified in Section 9.0.
- ☐ 11.12 The Respondent has clearly marked the envelope as specified in Section 10.2 under Responses to Request for Proposal.
- ☐ 11.32 The Respondent has mailed or will hand-deliver their proposal no later than the designated opening date and time as specified in Section 10.3 under Responses to Request for Proposal.

OWNER'S REPRESENTATIVE AGREEMENT

This agreement dated _____ ("Agreement") made by and between the Town of Putnam, CT, 200 School St, Putnam, CT 06260 hereinafter referred to as ("Owner"), and _____ hereinafter referred to as ("Owner's Representative") _____ for certain services related to the design and construction of the Putnam Elementary School Roof Replacement. (the "Project").

The Owner and the Owner's Representative in consideration of the mutual covenants herein set forth, agree as follows:

SECTION I

BASIC SERVICES

A. General Terms

1. The "Owner" or "Town". For purposes of this Agreement, the term Owner or Town herein refers to the Town of Putnam, CT, its authorized designee (including but not limited to the building committee for the Project) and any successor and/or assign of this Agreement. The initial designated contact for the Owner is _____ (the "Owner Contact").

2. The "Architect": The Project Architect is Hibbard & Rosa Architects, LLC

3. The "Contractor": The Contractor for the Project is Young Developers, LLC.

4. The "Owner's Representative." The Owner's Representative referred to in this Agreement is _____. The designated representative for the Owner's Representative is _____.

5. The "Project Team." The Project Team referred to in this Agreement is the Owner, the Architect, Owner's Representative, and the Contractor.

6. The "RFQ/P" shall mean the Owner's solicitation for Clerk of the Works Services for the Roof Replacement Project, Putnam Elementary School dated _____.

7. Standard of Care. The Owner's Representative shall perform its services consistent with or better than the professional skill and care ordinarily provided by owner's representatives practicing in the same or similar locality under the same or similar circumstances on the same or similar projects. The Owner's Representative shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and as set forth in this Agreement and the RFQ/P.

B. Basic Services

The Owner's Representative shall provide the following Basic Services

1. Be on-site during all hours of the Project.

2. Develop a thorough familiarity with the purpose of the facility to be constructed, with the Owner's requirements, with the design prepared by the Architect, and with the Contract Documents.
3. Develop a thorough understanding of the Project budget.
4. Maintain continuous communication with the Owner, Contractor, and Architect.
5. Observe the quality and progress of construction to determine, in general, that it is proceeding in accordance with the Contract Documents and schedule. Assist the Contractor's superintendent in understanding the intent of the Contract Documents.
6. Maintain records at the construction site in an orderly manner as directed by the Owner. Include copies of all correspondence concerning the Project, Contract Documents, construction schedule, change orders, test results, permits, inspection reports, insurance policies, minutes or summaries of meetings, shop drawings, invoices, lien releases, and any other applicable documentation.
7. Maintain a log of all daily activities including daily progress, weather conditions, visitors, inspectors, subcontractors on site, and the nature and location of Work performed.
8. Meet, verify identify, and accompany any inspectors from local, state, or federal agencies having jurisdiction over the Project. Immediately report the results of such inspections to the Owner, Contractor and the Architect. Monitor any corrective actions.
9. Review field reports from Architects and Engineers. Monitor and report on corrective actions.
10. Observe materials delivered to the Project site and used by the Contractor and any subcontractors to ensure that materials used are those specified by the Contract Documents or approved substitutes, and that materials are in good condition and free of defects. Report problems immediately to the Architect and Contractor and, as soon as possible, to the Owner.
11. Monitor the proper storage of materials, including any off-site storage. Report problems to the Contractor. Notify the Owner if, in the Owner's Representatives opinion, any materials should be replaced or rejected due to improper storage. Document with photographs as necessary.
12. Immediately notify the Contractor's superintendent of any unsafe conditions observed. Notify the Owner, Contractor, and the Architect of the unsafe conditions and corrective measures taken.
13. Immediately notify the Owner, Contractor, and the Architect of any Work, which, in the opinion of the Owner's Representative, is substandard or otherwise not in accordance with the Contract Documents. Document with photographs, measurements etc. as appropriate.
14. Immediately notify the Owner, Contractor, and the Architect of any conditions which may delay completion of the total Project or of major parts of the Project.
15. If the Project is in an occupied facility while the Work is being performed, assist in the coordination of access to various parts of the facility by the Contractor and by the occupants.
16. Carefully coordinate and monitor any occupation of the facility by the Owner prior to final completion of Work. Be especially alert to any conditions which may lead to claims for damage.

17. Evaluate, log, and make recommendations on requests for change orders.
18. Maintain separate files of approved and disapproved change orders, and requests for information.
19. Attend all Project meetings as the Owner's Representative. Submit written reports to the Owner following each meeting.
20. Coordinate scheduling and observe tests as required by the Contract Documents or applicable law.
21. Receive and review all Applications for Payment from the Contractor. Make recommendations to the Owner and Architect concerning payment.
22. Coordinate and direct the work of any separate Owner's contractors.
23. Direct installation and inspection of Owner furnished equipment or material.
24. Assist the Architect in the development of punch lists. Monitor the completion of Work on punch lists and inform the Owner of the status on a regular basis.
25. Participate in final inspections and commissioning.
26. Receive and review technical manuals, operators' manuals, manufacturers' instructions and similar documents for transfer to the Owner's staff.
27. Receive and inventory keys, special tools, filters, spare parts, and similar items for transfer to the Owner's staff as set forth in the Contract Documents.
28. Coordinate training of the Owner's staff on equipment operations and maintenance as required by the Contract Documents.
29. Receive and review as-built drawings for transfer to the Owner.
30. Attend all Building Committee meetings.
31. Assist the Owner in collecting and preparing documentation in order to seek reimbursement from the State of Connecticut for Project expenditures.

SECTION II

TERMINATION, SUSPENSION OR ABANDONMENT

A. Termination Without Cause. This Agreement may be terminated at any time by the Owner without cause upon seven (7) days written notice without obligation or liability. If the Owner elects to terminate for its convenience, the Owner's Representative shall be paid for all services properly performed and accepted by the Owner up to and including the date of termination. The Owner's Representative shall not be entitled to any additional compensation for anticipated overhead and profit, ongoing insurance costs or any other additional compensation, direct or indirect damages. If the Agreement is terminated for convenience prior to the completion of all services set forth in this Agreement, the Owner's Representative shall cooperate with the Owner in transitioning all information, documents, and work product developed or authored by the Owner's Representative to the Owner at

no additional cost to the Owner. All notices referenced in this paragraph shall be sent to the address of the Owner's Representative set forth in this Agreement. The Owner's Representative waives any and all other claims for additional compensation or damages of any kind or nature.

B. Suspension of the Project. In the event the Owner suspends the Project for the convenience of the Owner, this Agreement may also be suspended for a like period of time without penalty.

C. Termination for Cause. Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. All notices referenced in this paragraph shall be sent to the address of the Owner or the Owner's Representative set forth in this Agreement.

SECTION III

COMPENSATION AND PAYMENT

A. For the Owner's Representative's Basic Services described in this Agreement, the Owner shall compensate the Owner's Representative as follows: _____ (\$ _____) ("Compensation:"). The Compensation to be billed out at intervals throughout the construction process, but not more frequently than once monthly, based upon the percentage of services completed by phase or task. A schedule of tasks shall be mutually agreed upon by the Owner and the Owner's Representative and shall be used for billing purposes.

B. Additional Work directed by the Owner shall be mutually agreed upon and be based upon personnel rates set forth below:

C. The Owner shall pay the Owner's Representative for services properly performed thirty (30) days after the Owner receives the Owner's Representative's invoice. In the event the Owner disputes all or part of the invoice the Owner will provide written notice of such dispute within seven (7) days. In all events, the Owner shall pay all undisputed amounts as provided herein.

SECTION IV

DISPUTE RESOLUTION

A. Claims, disputes, or other matters in controversy arising out of or related to or arising from this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner may compel or request other members of the Project Team to participate in mediation.

B. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period

of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

D. Any claim or dispute not resolved by mediation shall be resolved in a court of competent jurisdiction in the State of Connecticut, or at the Owner's option, by arbitration administered and submitted to the AAA. If arbitration is selected by the Owner, the Construction Industry Arbitration Rules of the AAA then prevailing shall apply. Any award shall be enforceable in a Connecticut court with jurisdiction. Connecticut law shall apply.

SECTION V

INSURANCE, INDEMNIFICATION, AND DEFENSE PROVISIONS

A. **Defense and Indemnification.** To the fullest extent permitted by law, the Owner's Representative shall defend, indemnify, and hold harmless the Owner, the Putnam Board of Education, the Building Committee for the Project, and the State of Connecticut, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses and expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the Owner's Representative's malfeasance, misconduct, negligence or failure to meet its obligations under this Agreement in whole or in part. The Owner's Representative's obligations under this section shall not be limited in any way by any limitation on the amount or type of insurance. Nothing in this section shall obligate the Owner's Representative to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property directly caused by or resulting from the sole negligence of the Town Indemnified Parties. In any and all claims against the Town Indemnified Parties made or brought by any employee of the Owner's Representative, or anyone directly or indirectly employed or contracted with by the Owner's Representative, or anyone for whose acts or omissions the Owner's Representative is or may be liable, the Owner's Representative's obligations under this section shall not be limited by any limitation on the amount and type of damages, compensation or benefits payable by the Owner's Representative under workers' compensation acts, disability benefit acts, or other employee benefits acts. The Owner's Representative shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the Owner's Representative's obligations under this section, which obligations shall survive the termination or expiration of this Agreement. As a municipal agency of the State of Connecticut, the Owner will NOT defend, indemnify, or hold harmless the Owner's Representative under any circumstance.

B. **Insurance.** Owner's Representative shall purchase and maintain throughout the duration of this Agreement, at its sole cost and expense, the following insurances and minimum limits below.

1. General Requirements

The Owner's Representative shall be responsible for maintaining insurance coverage in force for the duration of this Agreement of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Owner.

The insurer shall provide the Owner with Certificates of Insurance and policy endorsements, on a form acceptable to the Owner, signed by an authorized representative of the insurance company prior to the commencement of performance of this Agreement describing the coverage and providing that the insurer shall give the Owner written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage and that Owner shall be endorsed as additional insured per contract on all policies on a primary and non contributory basis . Such insurance or renewals or replacements thereof shall remain in force during the Owner's Representative's responsibility under this Agreement.

The Town of Putnam, the Town of Putnam Board of Education, the Building Committee for the Project, and the State of Connecticut, shall be named as additional insureds ("Additional Insureds") on all such insurance, except Workers' Compensation and Professional Liability coverage. The Owner's Representative's coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town / Additional Insureds on all insurance coverages, including workers' compensation is required . If any policy is written on a "Claims Made" basis, an extended reporting period of the applicable statute of limitations for professional services from the final completion date of the Project is required . If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for the applicable statute of limitations for professional services from the final completion date of the Project.

Original, completed Certificates of Insurance must be presented to the Owner prior to contract execution. The Owner's Representative agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above-described policies be cancelled before the expiration date, written notice must be given to the Owner thirty (30) days prior to cancellation.

2. Specific Insurance Requirements

a. Workers' Compensation Insurance/Employer's Liability Insurance. Workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

b. Commercial General Liability. Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for the Project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars (\$3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to the Owner. Blanket Contractual Liability for liability assumed under the contract for this Project.

c. Automobile Liability. With respect to each owned, non-owned, or hired vehicles, the firm shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).

d. Excess Liability Coverage. Excess liability insurance coverage in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.

3. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Owner. All deductibles or self-insured retentions are the sole responsibility of the Owner's Representative to pay and/or to indemnify.

4. Errors and Omissions Insurance (Professional Liability). Errors and Omissions (Professional Liability) Insurance with minimum limits of \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of the applicable statute of limitations period for professional services from the date of final completion of the Project.

5. Aggregate Limits. Any aggregate limits must be declared to and be approved by the Owner. The Owner's Representative shall notify the Owner whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Owner's Representative agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Owner's Representative.

6. No Limit of Liability. The insurance requirements set forth herein are not meant to be construed as a limitation of liability. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Owner's Representative's liability to the Owner or the Town Indemnified Parties by virtue of this promise to indemnify and hold the Owner and the Town Indemnified Parties harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Owner's Representative, the Owner's Representative shall be liable to the Owner and the Town Indemnified Parties for the difference, plus all fees and expenses incurred in collecting same, all at the firm's sole cost, to the fullest extent allowed by law.

7. The Owner's Representative shall, before commencement of its services, submit to the Owner evidence of the aforementioned requirements via endorsements either specifically naming the Additional Insureds or a blanket additional insured endorsement acceptable to the Owner. Failure by the Owner's Representative to provide the endorsements required in this section shall entitle the Owner to withhold payment from any invoice then due or to become due until such time as the endorsements are provided

8. The insurance, defense and indemnification obligations provided herein shall survive the termination and/or cancellation and/or full or partial performance of this Agreement.

SECTION V

MISCELLANEOUS AND GENERAL PROVISIONS

A. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by

the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

B. Independent Contractor. The Owner's Representative shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. Nothing in this Agreement shall be interpreted as authorizing Owner's Representative or its agents and/or employees to act as an agent or representative of or on behalf of the Owner or to incur any obligation of any kind on behalf of the Owner beyond the scope of services set forth in this Agreement. Owner's Representative agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the Owner's employees will extend to the benefit of Owner's Representative or the Owner's Representative's agents and/or employees as a result of this Agreement. There is no employment or agency relationship, express or implied, between the parties to this agreement.

C. Notice. All notices or invoices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person. All notices sent via the U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

D. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may attempt to renegotiate the terms affected by the severance.

E. Successors and Assigns. Each of the parties to this Agreement binds its successors and assigns with respect to all covenants of the Agreement.

F. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut.

G. Entire Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Owner's Representative and supersedes all prior negotiations, representations, or agreements on the matter, either written or oral.

H. Term of Contract. The term of this Agreement shall be for a period beginning the date of the execution of this Agreement by the Owner and continuing through the occurrence of one of the following events, whichever occurs first in time: (1) Final completion and close out of the Project including the one-year post construction inspection and final approval by the State of Connecticut; or (2) the termination of this Agreement at any time according to its terms.

I. If the Owner, for any reason or for no reason, elects not to continue with Owner's Representative, the Owner may terminate this agreement for its convenience and without cause in accordance with Section II. Upon termination the Owner shall pay Owner's Representative for all services properly performed and accepted by the Owner in accordance with the terms of this Agreement. The Owner's Representative waives any and all other claims for additional compensation or damages of any kind or nature.

J. Any additional services to be provided by the Owner's Representative after the aforementioned date(s) shall be determined by a separate contract or addendum to this Agreement. This Agreement shall not create a continuing contract for Owner's Representative services for future building projects or any other services beyond the terms of this paragraph.

K. Work Product Ownership. All work product related to the Project produced by the Owner's Representative, whether provided to the Owner or not, shall be the sole property of the Owner (hard copy and editable electronic copy) including but not limited to all spreadsheets, calculations, compilations, reports. Calculation and reporting methods, computer programs, computer code, charts, graphs, record keeping methodologies, and the like.

SIGNATURE PAGE

This Agreement entered into as of the day and year affixed to the signature of each party.

OWNER'S REPRESENTATIVE

TOWN OF PUTNAM, CONNECTICUT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date _____