

**RFP for Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**



TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 Fax: (860) 228-1952

The Town of Columbia and the Board of Education hereby requests proposals for Part-time Clerk Owner's Project Manager Services related to Construction Oversight Services for the HVAC Modifications at Horace Porter School, 3 Schoolhouse Rd. Columbia, CT 06237 - **Project NO. 2024-002**. Sealed proposals for this RFP will be received at the Town Administration Office at Town Hall, 323 Route 87, Columbia, Connecticut until **11:00 A.M. on May 31, 2024**. Bids received will be publicly opened and read aloud at the same location **immediately following the RFP's deadline time of 11:00 A.M.**

The RFP documents will be available from the Town Administration Office at Town Hall, 323 Route 87, Columbia, Connecticut, telephone number (860) 228-0110 or the Town's website, www.columbiact.gov. After bids are received, the Town Administrator may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Town Administrator may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Town, in its sole discretion, reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of Columbia.

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TABLE OF CONTENTS

INTRODUCTION.....3

KEY EVENT DATES.....3

OBTAINING RFP DOCUMENTS4

RFP RESPONSE SUBMISSION INSTRUCTIONS.....4

SCOPE OF SERVICES12

 GENERAL12

 MINIMUM QUALIFICATIONS.....13

 REQUIRED SERVICES.....13

 EXPECTED CONTRACT DURATION:.....14

 INFORMATION TO BE SUBMITTED.....15

Appendix A – Non-Collusive Statement.....16

Appendix B – Sample Contract.....17

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INTRODUCTION

THE TOWN OF COLUMBIA and the BOARD OF EDUCATION hereby requests proposals for a Part-time Clerk Owner's Project Manager Services related to Construction Oversight Services for the HVAC Modifications at Horace Porter School, 3 Schoolhouse Rd. Columbia, CT 06237, Project No. 2024-002. Sealed bids will be received at the Adel Urban Town Administration Building, located at 323 Route 87, Columbia Connecticut until **11:00 AM on May 31, 2024**. Bids received will be publicly opened and read aloud at the same location **immediately following the RFP's deadline time of 11:00 A.M.** Bids received after the specified closing time will not be accepted and will be returned to the prospective bidder unopened.

No oral or facsimile bid proposals are permitted or shall be considered as valid for the purposes of the Part-time Clerk Owner's Project Manager Services related to Construction Oversight Services for the HVAC Modifications at Horace Porter School, 3 Schoolhouse Rd. Columbia, CT 06237, **Project No. 2024-002**.

After bids are received, the Town Administrator may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Town Administrator may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Town in its sole discretion, reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of Columbia.

KEY EVENT DATES

Advertisement of RFP	May 15, 2024
RFP Due Date	11:00 A.M., Friday, May 31, 2024
Public Opening of Responses	Immediately following the RFP's
Mandatory Walkthrough/Pre-bid Meeting	A mandatory pre-bid meeting will be held at Horace W. Porter School 3 Schoolhouse Rd. Columbia, CT. 06237 on May 23, 2024 at 2pm.

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OBTAINING RFP DOCUMENTS

Specifications and RFP documents may be obtained from the Office of the Town Administrator, Mark Walter, 323 Route 87, Columbia, CT 06237, telephone number (860) 228-0110 or the Town’s website, www.columbiact.org.

RFP RESPONSE SUBMISSION INSTRUCTIONS

- 1. SUBMISSION OF BIDS:** If forwarded by mail or courier, the sealed envelope must be addressed to "Town Administrator Town of Columbia, 323 Route 87, Columbia, Connecticut 06237" bearing the bidder’s name and bid name. Responses must be at the office of the Town Administrator by the time of the Public Opening of Responses date noticed in Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first response is publicly opened will NOT be accepted.

All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the response.

Submit three (3) hard copies and one (1) electronic copy in PDF format of the identical document on flash drive of your List of Qualifications in a sealed envelope clearly marked “List of Qualifications”.

Submit three (3) hard copies and one (1) electronic copy in PDF format of the identical document on flash drive of your fee in a sealed envelope clearly marked “Fee”.

All proposals, separated into two envelopes (one marked “List of Qualifications” and the other marked “Fee,,” both with bidder’s name and bid name), must be submitted in a third sealed envelope bearing the bidder’s name and bid name. Submissions that do not follow the separately sealed envelope procedure will be deemed as unresponsive and therefore rejected.

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Responses are considered valid for ninety (90) days after response(s) are opened. Consultants submitting responses may not withdraw, cancel or modify their response for a period of ninety (90) days after response(s) are opened.

Responses must be signed by an authorized person representing the legal entity of the firm submitting the response.

The inability to meet any specified requirements(s) must be stated in writing and attached to the response form or written on the response form.

Submission of a Bid signifies that the Bidder will sign the contract presented by the Town (if awarded) without alteration. Refusal to sign or exceptions taken to the contract will give the Town of Columbia the right to reject the bid in its entirety without obligation or liability.

The Bid Specifications must be followed and complied with in all respects. The successful bidder shall comply with all applicable Federal, State, and local laws and regulations and all Town of Columbia requirements.

2. INQUIRIES AND AMENDMENTS

All questions regarding the submissions shall be directed to the Town Administrator attention Mark Walter at townadministrator@columbiact.org no later than Three (3) calendar days prior to the RFQ/RFP due date. Mr. Walter shall use reasonable efforts to respond to questions within one (1) business day prior to the RFQ/RFP due date. It is the responsibility of the Consultant to obtain all documents referenced in this RFQ/P and any addenda or supplement information issued.

3. NON-COLLUSIVE BID STATEMENT: The Non-Collusion Certification which must be completed and signed by each proposer is located in Appendix A.

**RFP for Part-time Owner's Project Manager
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- 4. AWARDING THE CONTRACT:** The TOWN of COLUMBIA in its sole discretion reserves the right to accept or reject, any, all, or any part of responses, to waive formalities or informalities, and to make awards that are deemed to be in the best interests of the Town. It is the Town's policy to not award to those who owe TOWN of COLUMBIA prior year(s) property taxes. The contract will be awarded to "The Lowest Responsible and Qualified Bidder". The lowest responsible and qualified bidder is the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.
- 5. PERMITS:** All Town of Columbia Permit Fees associated with the work under this contract are hereby waived by the Town of Columbia. The work to be conducted is at a Town owned and maintained facility. Contractor shall obtain any and all necessary State and/or local permits required pertaining to Lead Paint removal.
- 6. LICENSURE AND/OR CERTIFICATES:** If applicable, the successful Contractor awarded the bid shall provide to the Town his applicable and active license and/or Certificates required to successfully perform the work contemplated under this RFP.
- 7. PERFORMANCE BOND:** The Successful Bidder may be required to furnish a performance bond for the full amount of this Contract, at the discretion of the Town. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond shall be solely for the protection of the Town.
- 8. FAIR EMPLOYMENT PRACTICES:** The successful bidder shall participate and comply with all applicable affirmative action, equal opportunity employment, non-discrimination and local hiring preferences established by the Town of Columbia for Part-time Clerk Owner's Project Manager Services related to Construction Oversight Services for the HVAC Modifications at Horace Porter School. The Town of Columbia is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.
- 9. INTERPRETATION OF ACCEPTABLE WORK:** The specifications, response and contract documents are to be interpreted as meaning those acceptable to the TOWN of COLUMBIA. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

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- 10. TAX EXEMPTIONS:** The TOWN of COLUMBIA is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions.
- 11. RETAINAGE:** The Town of Columbia shall retain five percent (5%) of the total bid amount for up to a period of one year from date of completion.
- 12. WARRANTY OF WORK:** The successful bidder shall provide a minimum of a one (1) year warranty for all work, material installations conducted under the Scope of Work and this contract.
- 13. COMMENCEMENT OF WORK:** No work shall commence under the contract without the issuance of a Notice to Proceed or Award and a Purchase Order from the Town of Columbia Administration. The successful Contractor shall not exceed the total contract price without advance written approval from the Town of Columbia Administration.

The successful Bidder shall execute the Contract provided by the Town without alteration, within fifteen (15) days of the Notice of Proceed or Award.
- 14. TERM OF CONTRACT:** The contract shall be for a term of thirteen (13) weeks from the start of work. This term may be modified by the Town of Columbia at any time or by the Contractor with written consent and approval by the Town of Columbia administration.
- 15. HOURS OF WORK:** Under this contract work may continue between the hours of 7 a.m. and 11 p.m. daily, Monday through Friday, dependent on the School schedule. Major holidays excluded. Exceptions to the aforementioned hours of work can only be made through a request and approval by the Columbia Board of Education's Facility Manager Michael Sylvester.
- 16. DISPOSAL OF EQUIPMENT AND MATERIALS:** All materials and equipment replaced under this contract shall be disposed of by the contractor at his/her sole expense unless otherwise specified or approved of by the Town of Columbia's enter Mike Sylvester, Horace Porter School Facilities Manager. The Contractor shall submit any and all copies of any Hazardous Materials manifest for disposal indicating volume for disposal, date, location for disposal and signed off by the vendor used for disposal.

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Project NO. 2024-002**

17. INSURANCE: The firm awarded this contract must provide a current Certificate of Insurance to the Town Administrator PRIOR to commencement of work, with the following requirements:

1) General Conditions:

Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable.

A. Certificates of insurance: The contractor/insured will give the Town of Columbia a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ices) of insurance without sixty (60) days advance written notice to the Town of Columbia's, Town Administrator. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the town to identify a deficiency from evidence provided will not be construed as a waiver of the contractor/insured's obligation to maintain such insurance.

B. Insurer Qualifications: All Insurance will be provided through companies authorized to do business in the State of Connecticut and considered acceptable by the Town.

C. Additional Insured: The policy or policies providing insurance as required, with the exception of professional liability and worker's compensation, Contractor shall add the Town of Columbia on all insurance policies as an additional insured. Contractor shall provide the Town of Columbia with a certificate of insurance. Contractor insurance shall be primary and non-contributory.

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- D. **Retroactive Date and Extended Reporting Period:** Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.
- E. **Subcontractors' Insurance:** The contractor will require and cause each subcontractor hired and/or employed by the contractor to purchase and maintain insurance of the types specified below. The contractor will furnish copies of certificates of insurance evidencing coverage and additional insured status of Town for each subcontractor. Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.
- F. **Waiver of Subrogation:** The contractor and any subcontractor who will perform work on this project shall waive subrogation and all rights of recovery against the Town of Columbia. Contractor will require all insurance policies related to the work and secured and maintained by the contractor to include clauses waiving subrogation in the certificate of insurance. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. This applies to general liability, Auto, Excess and workers' compensation insurance policies.
- G. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Columbia, and their boards, employees and agents from and against all claims, damages, losses, judgments and expenses, including but not limited to attorney fees of counsel selected by the Town, that arise from or may arise from the performance of the work, the supplying of materials and/or the breach of this Agreement provided that such claim, loss, damage, judgment and/or loss expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions, in whole or in part, of the Contractor, subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified

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hereunder. This provision will survive the termination of the Agreement.

2) Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms and conditions and coverages of the national Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor/insured's sole responsibility.
- C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against all claims for personal injury (including bodily injury or death) and property damage (including loss of use).

Such insurance will have these minimum limits:

- \$ 1,000,000 each occurrence.
 - \$ 1,000,000 each occurrence if blasting is required.
 - \$ 2,000,000 general aggregate with dedicated limits per project site.
 - \$ 2,000,000 products and completed operations aggregate.
 - \$ 1,000,000 personal and advertising injury.
- D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos of at least 1 million dollars.
 - E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance in the following minimum limits:
 - Workers' Compensation: statutory limits.
 - Employer's Liability: \$1,000,000 bodily injury for each accident.
 - Employer's Liability: \$1,000,000 bodily injury by disease each employee.
 - Employer's Liability: \$1,000,000 bodily injury disease aggregate.

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Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
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Project NO. 2024-002**

- F. Professional Liability: \$1,000,000 if the project requires it.
- G. Governing Law: This agreement shall be governed by the laws of the State of Connecticut.
- H. These are, minimum insurance limit requirements only. Additional insurance coverage's and amounts may be required or waived by the Town of Columbia on a per project basis.
- I. All coverages, excluding professional liability, require waiver of subrogation in favor of the Town. All coverages, excluding WC and professional liability, require Town to be an additional insured per contract on a primary and non-contributory basis.
- J. All contractors and subcontractors are independent contractors. No employment relationship, express or implied, exists between the Town and Contractor / subcontractor.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

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3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

SCOPE OF SERVICES

GENERAL

The Town of Columbia is seeking the services of an individual or a firm having expertise in providing construction oversight services as Owner's Project Manager (OPM) for a Municipal HVAC Project, The Horace W. Porter school which is approximately 100,000 sf will have the existing ventilation system removed/altered and or replaced with new equipment to meet the current ventilation standards. The construction cost of the work is estimated to be \$6,175,000. The entire building will be occupied during the project.

The OPM shall be stationed at the site at intervals agreed upon by the parties to the Contract and shall be responsible for assisting the Architect and Owner in the visual oversight and reporting of the project. The rights, responsibilities and obligations of the Architect as described in the Owner-Architect agreement shall not be modified by the actions of the Clerk.

1. Communications by the OPM relating to administration of the Contract shall, in general, be restricted to the Architect, Owner and Contractor. The OPM shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The OPM shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.
2. The OPM shall have in his/her possession the tools necessary to perform this work, including (but not limited to) laptop, digital camera, cell phone, etc.
3. The OPM and Town of Columbia shall enter into an agreement with mutually agreeable terms for the estimated duration of the Project.
4. The OPM shall not be replaced without approval of the owner.

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Construction Oversight Services
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Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

MINIMUM QUALIFICATIONS

Applicant shall meet the following minimum requirements:

1. The Applicant shall have a minimum of ten (10) years of supervisory experience in the construction and or inspection of municipal buildings of similar size and scope of complexity. Additionally, the applicant or designated OPM shall have completed a minimum of five (5) similar HVAC Modifications in the past five (5) years.

REQUIRED SERVICES

The OPM duties and responsibilities:

1. This is intended to be a part-time position requiring approximately ten hours per week of services, or as determined necessary to perform the required duties as listed herein.
2. Perform on-site observations during the active construction phase as may be reasonably necessary to determine in general if progress and quality of the Work being performed will be in conformance with the Contract Documents when completed.
3. Familiarizes itself with the Drawings, Specifications and Addenda (Contract Documents). If the OPM recognizes that portions of the Contract Documents are mutually inconsistent, or are at variance with applicable laws, statutes, ordinances, building code, rules and regulations, the OPM shall promptly notify the Architect and Owner in writing.
4. Familiarize itself with the project schedule and budget.
5. Notify the Architect and Town immediately if Work does not conform to the Contract Documents or requires special inspection or testing.
6. Monitor the Contractor's progress as it relates to the construction schedule and alert the Architect and Town to conditions that may lead to delays in completion of the Work.
7. Attend all construction coordination and other meetings as directed by the Architect and/or Town. This will include a report either written, in person, or zoom to the Town Building Committee at their monthly meetings. If attending a meeting at the request of the Town, report the meeting to the Architect.
8. Maintain records in an orderly manner, including correspondence, Contract Documents, RFI's, Change Orders Documents, Construction Change Directives, reports of the site meetings, Shop Drawings, Product Data and similar submittals:

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Construction Oversight Services
HVAC Modifications
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Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

supplementary drawings, color schedules and request for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.

9. Prepare an Observation Log when on site to document construction activities observed, including: weather conditions and weather-related site conditions; nature and location of Work being performed; meetings attended and matters discussed; communications between the Town, Contractor, and Architect, including instructions, interpretations, and clarifications provided to the Contractor; any occurrence or Work that might result in a claim for change of contract compensation or time; record all oral agreements, instructions, disputes and questions pertinent to the Work. Owner's Representative shall photograph project progress and document any issues.
10. In cooperation with the Architect, review the Work and prepare interim and final punch lists for the Contractor.
11. Review and prepare Written approval of Monthly Requisitions from Awarded General Contractor.
12. Assist the Design Team and Owner within the Close out Phase. (As-Builts, Warranties, Addition Stock, Corrective Work items during Warranty Phase and eleven Month Inspection).
13. When authorized by the Architect, provide interpretations of the Contract Documents.
14. Receive, review and formally comment on all requests for changes by the Contractor, and submit them, together with recommendations, to the Architect.
15. Maintain a Log of Approved and Pending Scope Revisions and Costs.
16. Maintain log of Partial and Final Liens from the Awarded General Contractor during the Construction Phase. Notify the Owner when Final Payment has been achieved.
17. Maintain a Log of Payroll Certificates reflective of all Tradesman on Site. Notify the Owner when non-compliant wage certificates are submitted.
18. Assist the Owner with Cx of new Systems. Assure that all items of non-conformance are corrected by the Awarded General Contractor.

EXPECTED CONTRACT DURATION:

The term of the contract is expected to be for a period of approximately 13 Months. The construction phases are anticipated to occur from about Sept/Oct 2024 through Nov/Dec 2025. The project Close out phase is expected to be completed by Dec 2025. Note that these dates may change, however the duration of each phase is anticipated to remain consistent.

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State Project Number 030-001 HVACN
Project NO. 2024-002**

INFORMATION TO BE SUBMITTED

An Applicant is a firm or individual that submits a proposal in response to this Request for Proposals and that will be liable for the performance of the described duties and services. Applicants shall supply the following information:

A. Description of the Applicant (Firm or Individual)

Provide a brief description of the firm or individual including:

- a. Name and current address.
- b. Current resume showing education, licenses, relevant certifications, etc. and recent Owners Representative and/or building construction experience (including dates of previous employment).
- c. Outline of public and private project types and client types for which applicant performed services similar to the services solicited in this RFP over the past five years. Description of the nature, size and complexity of projects in which the applicant has participated.
- d. Contact information for references from the projects requested/listed above. Provide a list of the names, titles, current addresses and telephone numbers of the people involved including owner, architect, and general contractor.
- e. Any special capabilities or services which the proposer has which may be applicable to this project.
- f. Whether the applicant has ever been debarred or been the subject of any type of censorship by any local, state or federal governmental unit, body agency in connection with the provisions of project management services or any other related discipline.
- g. Whether the applicant has ever had its contract terminated by any owner on any project for any reason. Please provide an explanation of such termination and the reasons for the same, along with the name, address and phone number for a contact for the owner of such a project.

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Appendix A – Non-Collusive Statement

All Bidders are required to sign a Non-Collusive Statement with all public bid as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition.
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

(Signature)_____ **(Company Name)**_____

(Name and Title)_____ **(Address)**_____

(City and State)_____

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Appendix B – Sample Contract

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications**

for

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TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 Fax: (860) 228-1952

Contract for
**PART-TIME OWNER'S PROJECT MANAGER
CONSTRUCTION OVERSIGHT SERVICES
HVAC MODIFICATIONS**
by and between
THE TOWN OF COLUMBIA
and

This Contract is by and between THE TOWN OF COLUMBIA, a municipal corporation having its territorial limits within the County of Tolland, and State of Connecticut, hereinafter referred to as the **Town**, and _____, whose address is _____, hereinafter referred to as the **Contractor**.

WHEREAS, the Town is seeking qualified firms (including individuals) interested in providing Part-time Owner's Project Manager Construction Oversight Services HVAC Modifications at Horace Porter School, 3 Schoolhouse Rd. Columbia, CT 06237.

WHEREAS, the Contractor is qualified, ready, willing, and able to perform such services for an agreed upon compensation,

NOW, THEREFORE,

The Town and Contractor do mutually covenant and agree as follows:

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
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1. Scope of Services

1.1 General

The Contractor agrees to provide, THE TOWN OF COLUMBIA construction oversight services as Owner's Project Manager (OPM) for a Municipal HVAC Project, The Horace W. Porter school which is approximately 100,000 sf will have the existing ventilation system removed/altered and or replaced with new equipment to meet the current ventilation standards. The construction cost of the work is estimated to be \$6,175,000. The entire building will be occupied during the project.

The OPM shall be stationed at the site at intervals agreed upon by the parties to the Contract and shall be responsible for assisting the Architect and Owner in the visual oversight and reporting of the project. The rights, responsibilities and obligations of the Architect as described in the Owner-Architect agreement shall not be modified by the actions of the Clerk..

1. Communications by the OPM relating to administration of the Contract shall, in general, be restricted to the Architect, Owner and Contractor. The OPM shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The OPM shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.
2. The OPM shall have in his/her possession the tools necessary to perform this work, including (but not limited to) laptop, digital camera, cell phone, etc.
3. The OPM and Town of Columbia shall enter into an agreement with mutually agreeable terms for the estimated duration of the Project.
4. The OPM shall not be replaced without approval of the owner.

PART 4-SCOPE OF WORK

The OPM duties and responsibilities:

1. This is intended to be a part-time position requiring approximately ten hours per week of services, or as determined necessary to perform the required duties as listed herein.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

2. Perform on-site observations during the active construction phase as may be reasonably necessary to determine in general if progress and quality of the Work being performed will be in conformance with the Contract Documents when completed.
3. Familiarizes itself with the Drawings, Specifications and Addenda (Contract Documents). If the OPM recognizes that portions of the Contract Documents are mutually inconsistent, or are at variance with applicable laws, statutes, ordinances, building code, rules and regulations, the OPM shall promptly notify the Architect and Owner in writing.
4. Familiarize itself with the project schedule and budget.
5. Notify the Architect and Town immediately if Work does not conform to the Contract Documents or requires special inspection or testing.
6. Monitor the Contractor's progress as it relates to the construction schedule and alert the Architect and Town to conditions that may lead to delays in completion of the Work.
7. Attend all construction coordination and other meetings as directed by the Architect and/or Town. This will include a report either written, in person, or zoom to the Town Building Committee at their monthly meetings. If attending a meeting at the request of the Town, report the meeting to the Architect.
8. Maintain records in an orderly manner, including correspondence, Contract Documents, RFI's, Change Orders Documents, Construction Change Directives, reports of the site meetings, Shop Drawings, Product Data and similar submittals: supplementary drawings, color schedules and request for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.
9. Prepare an Observation Log when on site to document construction activities observed, including: weather conditions and weather-related site conditions; nature and location of Work being performed; meetings attended and matters discussed; communications between the Town, Contractor, and Architect, including instructions, interpretations, and clarifications provided to the Contractor; any occurrence or Work that might result in a claim for change of contract compensation or time; record all oral agreements, instructions, disputes and questions pertinent to the Work. Owner's Representative shall photograph project progress and document any issues.
10. In cooperation with the Architect, review the Work and prepare interim and final punch

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

lists for the Contractor.

11. Review and prepare Written approval of Monthly Requisitions from Awarded General Contractor.
12. Assist the Design Team and Owner within the Close out Phase. (As-Builts, Warranties, Addition Stock, Corrective Work items during Warranty Phase and eleven Month Inspection).
13. When authorized by the Architect, provide interpretations of the Contract Documents.
14. Receive, review and formally comment on all requests for changes by the Contractor, and submit them, together with recommendations, to the Architect.
15. Maintain a Log of Approved and Pending Scope Revisions and Costs.
16. Maintain log of Partial and Final Liens from the Awarded General Contractor during the Construction Phase. Notify the Owner when Final Payment has been achieved.
17. Maintain a Log of Payroll Certificates reflective of all Tradesman on Site. Notify the Owner when non-compliant wage certificates are submitted.
18. Assist the Owner with Cx of new Systems. Assure that all items of non-conformance are corrected by the Awarded General Contractor.

EXPECTED CONTRACT DURATION:

The term of the contract is expected to be for a period of approximately 13 Months. The construction phases are anticipated to occur from about Sept/Oct 2024 through Nov/Dec 2025. The project Close out phase is expected to be completed by Dec 2025. Note that these dates may change, however the duration of each phase is anticipated to remain consistent.

4.1 Project Details:

The Town of Columbia is soliciting bids for construction oversight services as Owner's Project Manager (OPM) for a Municipal HVAC Project at the Horace W. Porter School, 3 Schoolhouse Rd., Columbia, CT 06237.

Alternative:

1. None.

PART 5 - CONTRACT TERMS, STANDARDS AND COMPENSATION

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

5.1 Technical Standards

The Contractor shall perform all work in accordance with all applicable local, state and federal industry standards.

5.2 Term of Contract

The term of this Contract shall be determined by the annual contract service, inclusive.

5.3 Compensation

1.3.1 Negotiated Fee

The fee proposal shall include the lump sum cost to the Town of providing the proposed services, unless another cost basis is approved by the Town (e.g., unit cost). If applicable, the costs shall be listed for each task or phase. If requested by the Town, additional information such as the estimated number of man-hours of each position classification per task or phase shall be submitted. The fee proposal shall include an allowance for estimated reimbursable expenses for normal reimbursable out-of-pocket costs such as outside printing costs and approved subcontractor and subcontractor fees. All anticipated reimbursable expenses for each specific project shall be itemized in the fee proposal, with unit and estimated total costs listed for each expense.

Reimbursement shall be for actual out-of-pocket costs including the services of subcontractors and shall not include a mark-up and shall not be made for normal overhead expenses such as office supplies, telephone charges, mileage, and inside copying and printing.

Once the scope of services, schedule, proposed staffing plan, and the proposed compensation have been accepted by the Town, the Town will authorize the Contractor to proceed with the work, which shall be performed in accordance with the accepted proposal and the terms and conditions of this Contract.

The Contractor shall prepare and submit invoices accompanied by such documentation as may be required by the Town. Payments will be made to the Contractor within 30 days of Town approval of each invoice. Payments are conditioned upon the satisfactory performance of all work. In the event that the Town determines the Contractor to be in nonconformance with the terms of this Contract or if in the Town's judgment the Contractor's work is not

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

satisfactory, the Town may take corrective action, including, but not limited to, the following:

- 1) Delay of payment
- 2) Adjustment of payment
- 3) Suspension or termination of this Contract

The Contractor agrees to meet with representatives of the Town, at no cost to the Town, to discuss billing issues as the Town deems necessary. Payments to the Contractor will be made on a periodic basis in accordance with the percentage of work actually completed. Payments for each phase of the work within the project will be prorated based upon the amount of work actually completed within that phase. Except in the case of work, which is performed on an hourly rate basis, the amount of the payment for a fixed fee task will not be based simply on the amount of hours expended by the Contractor on the task.

5.4 Management and Administration of the Contract

The Town's designated Managing Authority for this Contract will be the Town Administrator, or his authorized designee, who will have complete authority to act for and on behalf of the Town and control, supervise, and direct the Contractor's activities hereunder. The Managing Authority will make all arrangements for services by the Contractor. All proposals for work to be done under this Contract and any resulting expenditures must be approved by said Managing Authority before any work is initiated or any expenditure made. Services are to be provided by the Contractor, except where the use of specific subcontractors or subcontractors has been approved in writing by the Town for a particular project.

The Contractor's primary contact person will be _____, who will communicate and report directly to the Town's Managing Authority, be responsible for directing and coordinating the activities of the firm's personnel and approved subcontractors and subcontractors, provide information for projects assigned under this Contract as may be required from time to time by the Town and shall be authorized to prepare and execute proposals, including scopes of services, fee proposals, proposed staffing plans, and schedules as requested by the Town under this Contract.

The Contractor and the Town shall work closely together in all aspects of this program, and

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

each shall follow the reasonable suggestions of the other to improve the operation of the program.

5.5 Relationship Between the Parties

It is mutually agreed that the Contractor, including its employees, is an independent contractor and not an officer, employee, or agent of the Town, and that this Contract is a contract for services and not a contract of employment, and that, as such, the Contractor and its employees shall not be entitled to any employment benefits from the Town such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting Contractor's staff will be the sole responsibility of the Contractor.

In no event shall anything in this Contract be deemed to confer upon any person or entity agency status or third-party beneficiary rights against the Town.

5.6 Indemnification and Hold Harmless Contract

To the fullest extent permitted by law the Contractor shall at all times defend, indemnify and save harmless the Town and its officers, agents, and employees from and against any and all claims, damages, losses, workers' compensation payments, judgments, litigation expenses, and legal counsel fees arising out of and alleged to arise out of the performance of this agreement, injuries to persons (including death) or damage to property alleged to have been caused in whole or in part by the willful, wanton, or negligent acts or omissions of the Contractor, his employees, subcontractors, subcontractors, or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor shall reimburse the Town for damage to property of the Town caused by the Contractor, or his employees, subcontractors, subcontractors, or materialmen. This provision shall survive the termination of this Agreement.

5.7 Insurance

The selected Contractor shall furnish a Certificate of Insurance evidencing the following insurance coverage in effect on or before the date of execution of this Contract. Insurance coverage shall remain in full force for the duration of the Contract term, including any extensions. Renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. Failure to maintain insurance coverage as required and to name the Town as an

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

Additional Insured will be grounds for termination of the Contract. The interest of the Town shall be included in all insurance policies required herein, except Workers' Compensation and Professional Liability, as Additional Insured on a primary and non-contributory basis as its interest may appear, which shall be noted on the Certificate of Insurance, and shall include, but not be limited to, investigation, defense, indemnification and payment of settlement or judgment. Such insurance must be written by companies of recognized standing, qualified and licensed to engage in the insurance business in the State of Connecticut. All deductibles are the sole responsibility of the Contractor to pay and/or indemnify. Waiver of subrogation will apply in favor of Town on all insurance policies, including workers' compensation.

The Contractor awarded this proposal must provide a current Certificate of Insurance to the Town Administrator PRIOR to commencement of work, with the following requirements:

Insured Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms and conditions and coverages of the national Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor/insured's sole responsibility.
- C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against all claims for personal injury (including bodily injury or death) and property damage (including loss of use).

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

Such insurance will have these minimum limits:

- \$ 1,000,000 each occurrence.
- \$ 1,000,000 each occurrence if blasting is required.
- \$ 2,000,000 general aggregate with dedicated limits per project site.
- \$ 2,000,000 products and completed operations aggregate.
- \$ 1,000,000 personal and advertising injury.

D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos in minimum amount of 1 million dollars.

E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance in the following minimum limits:

- Workers' Compensation: statutory limits.
- Employer's Liability: \$1,000,000 bodily injury for each accident.
- Employer's Liability: \$1,000,000 bodily injury by disease each employee.
- Employer's Liability: \$1,000,000 bodily injury disease aggregate.

F. Professional Liability: \$1,000,000

G. Governing Law: This agreement shall be governed by the laws of the State of Connecticut.

H. These are minimum insurance limit requirements only. Additional insurance coverages and amounts may be required by the Town of Columbia on a per project basis.

5.8 Ethics and Conflict of Interest

In order to avoid perceived or actual conflicts of interest, the Contractor shall disclose to the Town any known special personal or financial interests, beyond those applicable to the general public, of the Contractor, its employees, subcontractors, or subcontractors, regarding any matter that they are working on under this Contract. The Town will determine if a significant conflict of interest exists, and if necessary, will assign the work to others to avoid the conflict of interest.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

5.9 Events of Default and Remedies

5.9.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

- 5.9.1.1 If in the opinion of the Town, default shall have been made by the Contractor, its successors or assigns, in the performance or observance of any of the covenants, conditions or Contracts on the part of the Contractor set forth in this Contract; or
- 5.9.1.2 If in the opinion of the Town, the Contractor fails to deliver services by the dates agreed upon for any specific project and the Contractor has not received written approval from the Town for an extension to the agreed upon schedule; or
- 5.9.1.3 If any determination shall have been made by a competent authority such as, but not limited to, any authorized federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of this Contract; or
- 5.9.1.4 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor as bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law.

5.10 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the Town may elect to pursue any one or more of the following remedies, in any combination or sequence:

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

- 5.10.1 Take such action as it deems necessary, including, without limitation, reduction of payment or temporary withholding of payment;
- 5.10.2 Require the Contractor to pay Liquidated Damages in the amount of five hundred dollars (\$500), or one percent of the total compensation for the project on which it has contracted to work, whichever is less, per calendar day to the Town until the work is complete;
- 5.10.3 Suspend work under the Contract; Require the Contractor to correct or cure such default to the satisfaction of the Town; and Board of Education.
- 5.10.4 Terminate this Contract for cause in accordance with Section 11 hereof.

The selection of any remedy shall not prevent or stop the Town from pursuing any other remedy and shall not constitute a waiver by the Town of any other right or remedy.

5.11 Termination of Contract

5.11.1 Termination

"Termination", for purposes of this Contract, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Contractor's obligation to perform the services described in Section 1, Scope of Services, of this Contract, and the Town's obligation, as described in Section 4, Compensation, of this Contract, to pay for such services.

5.11.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 10.1 hereof, the Town may terminate this Contract by giving five (5) days' written notice thereof to the Contractor.

5.11.3 Termination for Program Change

In the event the on-call engineering program shall be terminated or significantly changed, the Town may terminate this Contract by giving ten (10) days' written notice thereof to the Contractor.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

5.11.4 Termination for Non-availability of Funds

In the event the Town shall not have funds available for this program, the Town may terminate this Contract by giving ten (10) days' written notice thereof to the Contractor.

5.11.5 Termination for Convenience

The Town may terminate this Contract for convenience at any time, and for any reason, or for no reason, by giving ten (10) days' prior written notice thereof to the Contractor.

5.11.6 Payment upon Termination

In the event this Contract is terminated as herein provided, the Town shall make full payment to the Contractor for all authorized services performed up to and including the date of termination.

5.12 Amendments

This Contract may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Contractor's duly authorized representative shall be _____, and the Town's duly authorize representative shall be the Managing Authority.

5.13 Establishment and Maintenance of Records

The Contractor agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the Town to the Contractor under this Contract. The Contractor agrees that all records with respect to all matters covered by this Contract shall be maintained during the term of this Contract, including any renewal or extension, and for one full year following termination or expiration.

5.14 Audits

At any time during normal business hours, and as often as may be deemed necessary, the Contractor shall make available to the Town, for examination, all records with respect to all matters covered by this Contract.

5.15 Reports and Information

The Contractor shall furnish the Town with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the Town.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

5.16 Non-Assignability

The Contractor shall not assign or transfer any interest in this Contract without prior written consent of the Town.

5.17 Severability

If any provision of this Contract is held invalid, the remainder of this Contract shall continue in full force and effect.

5.18 Cumulative Remedies

All rights and remedies of the Town hereunder shall be cumulative and the exercise or beginning of the exercise by the Town of any of its rights or remedies hereunder shall not preclude the Town from exercising any other right or remedy granted hereunder or permitted by law.

5.19 Governing Law

This Contract shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

5.20 Subcontractors and Subcontractors

Portions of this work may be subcontracted, provided that:

- 5.20.1 The Town shall give prior approval to such subcontract in writing.
- 5.20.2 All of the terms, covenants, conditions and provisions of this Contract shall have been incorporated in such subcontract(s) and the subcontractor(s) and subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Contract and all the terms, covenants, conditions and provisions hereof.
- 5.20.3 The Town shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

5.21 Gender/Number/Title

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Contract requires otherwise. In the event of any discrepancy or conflict between the name

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

and title of any person referred to in this Contract, the title shall prevail.

5.22 Notices

All notices, approvals, demands, requests, or other documents required or permitted under this Contract, other than routine communications necessary for the day-to-day operation of this contract, shall be deemed properly given if hand delivered or sent by United States mail, first class postage, to the following addresses:

As to the Town:

(The Managing Authority designated
in Section 5 of this Contract)
323 Route 87
Columbia, CT 06237

As to the Contractor:

5.23 Non-Waiver

Any failure by the Town or the Contractor to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Contract.

5.24 Delinquency in Obligations

The Contractor hereby agrees that throughout the period of the Contract, all taxes, debts, contractual obligations, and audit responsibilities owed to the Town shall be and shall remain current.

5.25 Ownership of Work Product

All work produced under this Contract shall be the property of the Town. The Contractor shall turn over to the Town all original documents and other work products upon completion or demand.

5.26 Entire Contract

This Contract, and its exhibits attached hereto and referenced herein, contain the entire

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and Contracts, whether written or oral, between them respecting the written subject matter.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Part-time Owner's Project Manager
Construction Oversight Services
HVAC Modifications
for
Town of Columbia/Columbia Board of Education
Horace W. Porter School
3 Schoolhouse Road
Columbia, Connecticut 06237
State Project Number 030-001 HVACN
Project NO. 2024-002**

IN WITNESS THEREOF, the TOWN OF COLUMBIA and the CONTRACTOR have executed this Contract on this _____ day of _____, 2023.

TOWN OF COLUMBIA

Reviewed: _____
By:
Title:

Approved: _____
By: Mark B. Walter
Title: Town Administrator

Witness: _____

CONTRACTOR

Approved: _____
Signature
Title: _____

Witness: _____
Signature
Title: _____