



HARTFORD SCHOOL BUILDING COMMITTEE
REQUEST FOR QUALIFICATIONS AND PROPOSALS

FOR
COMMISSIONING SERVICES

BURNS SCHOOL
OSCG PROJECT #064-0312 RNV
BULKELEY HIGH SCHOOL
OSCG PROJECT #064-0313 RNV

ISSUE DATE: MARCH 2, 2020

WRITTEN PROPOSAL DUE: **FRIDAY, MARCH 13, 2020**
BY 12:00 NOON
AND MUST BE SUBMITTED TO THE

HARTFORD SCHOOL BUILDING COMMITTEE
c/o ARCADIS/O&G PROGRAM MANAGEMENT
207 MAIN STREET, SUITE 200
HARTFORD, CT 06106

QUESTIONS: CONTACT ARCADIS/O&G/C&R PROGRAM MANAGEMENT, JOHN J. BUTKUS, PROGRAM DIRECTOR, BY EMAIL (jackbutkus@arcadis-ogind.com). NO QUESTIONS WILL BE ACCEPTED AFTER 5:00 P.M. ON March 10, 2020.

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I. Invitation to Submit Qualifications and Proposals

The Hartford School Building Committee (HSBC) is seeking to engage a commissioning services firm for the renovations at Burns School and Bulkeley High School. Qualifications and Price Proposals should be addressed to Mr. Melvyn Colon, Chairman, Hartford School Building Committee, and delivered to:

ARCADIS/O&G/C&R Program Management
207 Main Street, Suite 200
Hartford, CT 06106

All submissions must be received by the date and time on the cover.

II. Responsibilities of the Commissioning Agent

The primary role of the Commissioning Agent (CxA) is to develop, coordinate and execute a testing plan, observe and document system performance and determine whether systems are functioning in accordance with Contract Documents. Responsibilities of the CxA are as outlined below and shall be consistent with the Building Commissioning Association's Best Practices, May 2018 or latest version.

1. Document the owner's criteria for the systems' functioning, performance and maintainability. Assist in preparing the Owner's Project Requirements, including Energy Efficient Systems and Building Automation Systems programming.
2. Review for compliance with the most current state codes, standards and regulations.
3. Develop commissioning specifications for all commissioned equipment.
4. Verify and document compliance with owners criteria throughout the design, construction, start-up and initial period of operation and determine whether systems are functioning in accordance with Contract Documents.
5. Be involved throughout the project from design through the warranty phase. Make recommendations on system design and/or Owners Project Requirements and Operation to improve efficiency and building operation (including HVAC & Building Automation Systems).
6. Confirm that the systems of the facility fulfill the functional and performance requirements of the building owner, occupants, operators and the design plans and specifications.
7. Ensure that all new buildings and renovation/addition projects conform to the State of Connecticut's High Performance Building Standard (CT HPBS).
8. Develop and coordinate the execution of a testing plan during construction, including all observation and documenting of all systems' performance to ensure that systems are functioning in accordance with the owner's objectives and the associated construction plans and specifications.

9. Review and approve complete operation and maintenance (O&M) manuals, as well as the training plan, as prepared by the contractors, on system operations to the building operators, to ensure the building continues to operate as intended.
10. Be available for problem solving and/or resolution of non-conformance issues of deficiencies. (The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management.)
11. Return in ten months from substantial completion date for final commissioning review of the facilities.

III. Scope of Services

The purpose of this solicitation is to secure independent commissioning authorities (CxA) for the current Burns Latino Studies Academy Renovation and the Bulkeley High School Renovation project. The CxA will serve as an independent agent for the HSBC, free of conflict from the design and construction activities of the school construction program. The HSBC has selected the Connecticut High Performance Building Standards as the review protocol for its buildings, in compliance with State of Connecticut school construction funding statutes. The HSBC is committed to commissioning its facilities to optimize the operation of building and ancillary systems in accordance with the Owners Project Requirements, and to ensure that the facilities staff has adequate system documentation and training. It is the intent of the HSBC to ensure that the building envelope and fundamental systems are calibrated and operating as required to deliver functional and efficient performance. The CxA will plan, manage, perform and report on the commissioning activities, utilizing the reporting formats and standardized forms provided by the CxA whenever required. The CxA will submit deliverable reports to the HSBC through the Program Manager and Construction Administrator, according to a project schedule set by CxA and agreed upon by the Program Manager and the Construction Administrator.

The projects will take place at the following:

1. Burns Latino Studies Academy, located at 195 Putnam Street, Hartford, CT. A renovation to as-new condition is proposed for this project. Phase 1 consists of the renovation of four (4) Pre-K Magnet classrooms. This work is ongoing and will be completed in August 2020. Phase 2 will be a multi-phased occupied renovation consisting of hazardous materials abatement and demolition work and the renovation work, including building site, building envelope, interiors, programmatic changes, ADA accessibility issues, structural systems, food service, science laboratories, library/media center, nursing/health services, and new mechanical, electrical, and plumbing systems. Full student occupancy is required for the start of the 2023-2024 academic year.

2. Bulkeley High School, located at 300 Wethersfield Avenue, Hartford, CT. A relocation of the BOE Central Offices to a portion of the academic wing and a renovation to as-new condition of the entire building is proposed for this project. Phase 1 consisted of the BOE Office Area Abatement / Selective Demolition (By Owner), which has already been completed. Phase 2 consists of the fit-up work necessary to achieve the BOE office relocation. Phase 2 will be completed on or before July 31, 2020 with the new elevator being completed shortly thereafter. Phase 3 will be a multi-phased occupied renovation consisting of hazardous materials abatement and demolition work, and the school additions and renovations including the site, building envelope, interiors, programmatic changes, ADA accessibility issues, structural systems, food service, science laboratories, library/media center, nursing/health services, and new mechanical, electrical, and plumbing systems, as well as recreation components. The addition of and a new Fieldhouse and Central Kitchen may proceed subject to adequate funding. Full student occupancy is required for the start of the 2024-2025 academic year.

A. Planning Phase Services

- 1) Conduct a scoping meeting to review commissioning process with the Owner and Program Manager.
- 2) Develop a Commissioning Plan consistent with the CT HPBS, including but not limited to the following:
 1. Project Description
 2. Commissioning Overview
 3. Commissioned Systems List & Level of Rigor for Each System
 4. Design & Construction Stakeholders Data & Organizational Responsibility Matrix
 5. Identification of Stakeholders: Architect / Engineer, Owner's O&M Staff, Owner's Project Managers, Construction Managers and the Commissioning Agent.
 6. Specific Responsibilities of each Stakeholder
 7. Definition of the commissioning roles and lines of communications for each member of the project team.
 8. Definition of the commissioning process scope.
 9. Scope to include Pre-functional Checklists, Functional Testing Requirements, Final Documentation Checklists and Owner Training Verification.
 10. Meetings & Communications Protocols
 11. Appendix- Including any Abbreviations or Definitions
- 3) The CxA shall provide commissioning services for but not limited to the following:
 1. Exterior envelope
 2. Central building automation systems
 3. All heating, ventilating and air conditioning
 4. Scheduled or occupancy sensor lighting controls
 5. Daylight dimming controls
 6. Emergency Power Generator and automatic transfer switching
 7. Alternative Power Sources (if any)
 8. Life Safety systems (fire alarm, fire protection)
 9. Security systems installation and operation
 10. Electrical systems including all switch gear and circuit breaker testing
 11. Domestic water pumping and mixing systems (if present)
 12. Plumbing systems
 13. All aspects of cogeneration and its operation (if present)
 14. Communications systems

B. Design Phase Services

- 1) The CxA will work with the Architectural and Engineering team to develop a design intent document.
- 2) The CxA will perform a focused review of design documents at Schematic Design, Design Development, 50% CDs, 90% CDs and Final Contract Documents.

- 3) The CxA will finalize a Commissioning Plan as noted above in accordance with CT HPBS Requirements.
- 4) The CxA will develop with the design team a commissioning specification that follows the intent of ASHRAE Guideline 0-2005 *The Commissioning Process* and is consistent with the CT HPBS that includes, but is not limited to:
 1. Sample Pre-functional checklists and acceptance criteria for systems to be commissioned.
 2. Sample Functional test procedures and acceptance criteria for systems to be commissioned.
 3. Detailed description of the responsibilities of all parties
 4. Details of the commissioning process
 5. Reporting requirements (including formats)
 6. Construction checklist and startup requirements,
 7. Training planning and documentation requirements.
 8. O&M Manual requirements and submission process.
- 5) The CxA will work with the designers to coordinate the general/technical specifications with the commissioning specification.
- 6) Work with the designer and the City of Hartford Energy Manager or other identified party to review the energy model and make recommendations to the design team.

C. Construction Phase Services

- 1) The CxA will conduct the construction commissioning kick-off meeting.
- 2) The CxA will participate in meetings throughout construction to plan scope, coordinate and work with the CM to schedule commissioning related activities and resolve problems.
- 3) The CxA will review and comment on the equipment and systems shop drawing submittals and start up procedures for systems being commissioned concurrent with the reviews by the designers.
- 4) The CxA will gather and review control sequences and interlocks, work with project team and stakeholders to achieve sufficient clarity to establish testing procedures.
- 5) The CxA will review the O&M documentation for completeness and compliance with commissioning needs.
- 6) The CxA will provide the formal pre-functional checklists.
- 7) The CxA will perform site visits as needed to observe component and systems installation and to obtain information on construction progress.
- 8) The CxA will work with contractors and stakeholders to observe equipment start-up of key components of systems to be commissioned.
- 9) Commissioning is to satisfy HPBS Requirements.
- 10) The CxA will review the TAB execution plan.
- 11) The CxA will provide the final system functional performance test procedures.
- 12) The CxA will conduct a commissioning team meeting to develop the detailed functional performance testing schedule.
- 13) The CxA will coordinate development of a Systems Operating Manual containing all project commissioning documentation. The CxA will collect/compile this systems manual.
- 14) The CxA will document that the pre-functional checklists were completed by the installing contractors.
- 15) The CxA will direct, witness and document the system functional performance test procedures.
- 16) The CxA will document the test results/tracks deficiencies until corrected according to process in Commissioning Plan.

- 17) The CxA will perform direct, witness and document retests of the system(s) as required demonstrating that deficiencies have been successfully corrected.
- 18) The CxA will compile the final Commissioning Report and Systems Operating Manual.
- 19) The CxA will review BAS programming and provide recommendations for changes/enhancements for efficient operation.

D. Post Construction Phase Services

- 1) The CxA will conduct a ten-month warranty on-site review.
- 2) The CxA will amend the final Commissioning Report and Systems Operating Manual as required.
- 3) The CxA will review as-built record documents for accuracy and completion.
- 4) The CxA will provide necessary services during this phase to ensure HPBS Requirements are fulfilled.

IV. Timeline of the Process (All dates are subject to revision)

The following milestone dates are to be utilized in planning your work on the Burns project:

- Phase 1 (By General Contractor) Ongoing through Aug. 2020
- Design Period (Phase 2) Ongoing through Sep. 2020
- Bidding and Award (Phase 2) Nov. 2020 through Jan. 2021
- Construction (Phase 2) Feb. 2021 through Jun. 2023
- Substantial Completion No later than June 30, 2023
- Playscapes (Phase 3) Not in CxA Scope
- FF&E/Technology (Phase 4) Not in CxA Scope
- Punch List Jul. 2023 through Aug 2023
- Project Closeout As required, 6 months anticipated

The following milestone dates are to be utilized in planning your work on the Bulkeley project:

- Phase 1 (By Owner) Completed
- Phase 2 Construction/Move-In Ongoing through July 31, 2020
- Design Period (Phase 3) Ongoing through Aug. 2021
- OSCG&R Review (Phase 3) Sept. 2021
- Bidding and Award (Phase 3) Oct. 2021 through Dec. 2021
- Construction (Phase 3) Jan. 2022 through June 2024
- Substantial Completion No later than July 15, 2024
- FF&E/Technology (Phase 4) Not in CxA Scope
- Punch List As determined by final schedule
- Project Closeout As required, 6 months anticipated

V. Written Qualification Statement

This Request for Qualifications and Proposals (RFQ/RFP) is intended to select firms that are both interested in and qualified to provide the necessary commissioning services.

The statement of Qualifications and Proposals is due by the before mentioned date. Firms are required to submit six (6) hard copies of their Qualifications and Proposals as previously prescribed, as well as an electronic copy on a thumb drive.

The organization of the qualification statement is strictly enforced. Any deviation from the directions given may disqualify the respondent's qualification statement. All information must be clear, concise and to the point. The qualification statements shall be organized as indicated in the following sections:

1. Letter of Commitment - Letter of interest to the Chairman of the Hartford School Building Committee. Indicate your firm's commitment to the project, familiarity with the Hartford Public Schools construction program and its commissioning needs and how your firm will meet or exceed all expectations. Specifically provide a commitment to maintain consistent leadership throughout the design and construction of the project; the leadership necessary to keep this project as energy efficient as possible and within budget constraints
2. Firm History - Submit a brief history of the firm and explain the firm's ownership. If a joint venture for CxA services is proposed, a brief history of both firms is required.
3. Joint Venture (if applicable)- Clearly indicate if CxA services will be provided solely by the firm responding or if there is a joint venture/partnership in providing the CxA services. Explain how work load will be distributed and if firms have had past experience working together. Provide project information on which firms participated together. If not a joint venture, state this clearly.
4. Firm's Capacity- Provide information indicating the capacity of the office that will provide the CxA service. Provide the number of professional staff members your office employs.
5. Experience -List the projects that your firm has been involved in the last five years (no more than 10 projects). It is preferable that firms have public school experience, preferably in the State of Connecticut. List the Project name, location, size, cost, duration of project, systems commissioned and a brief description of the work. Provide the contact/reference information of the specific individuals from the Owner, the Architect and the Construction Manager/Contractor that worked with your team through the project. Identify any recent experience with sustainable design and construction projects, specifically Connecticut High Performance Building Standard (CT HPBS) projects.

The CxA shall be an independent agent for the owner, free of conflict from the design and construction activities of the project being commissioned.

6. Commissioning Team - Identify the project principal, the project manager, key staff and sub-consultants who will be involved on this commissioning team. Describe how the team's qualifications and experience relate to the commissioning activities. Include resumes of staff

to be assigned to the project and a statement regarding availability of staff to support the assignment.

Provide information indicating your firm has personnel assigned to this project that meet as many of the following requirements as possible:

- a) Recent extensive experience with sustainable design and construction projects, specifically CT HPBS projects.
- b) Recent extensive experience in the operation/trouble shooting of HVAC systems and energy management control systems; direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
- c) Extensive field experience with primary and secondary educational institutions.
- d) Knowledgeable in building operation and maintenance and O&M training.
- e) Knowledgeable in national building & fire codes as well as fire extinguishing systems, detection systems and alarms systems.
- f) Knowledgeable in testing and balancing of both air and water systems.
- g) Experienced in energy-efficient equipment design and control strategy optimization.
- h) Experience in writing commissioning specifications.

7. **Minority Participation** - Describe your firm's approach to Hartford resident and minority worker participation in your staffing of the assignment.

8. **Insurance** - Provide your insurance company and agents, your insurance coverage including type and limits (with a sample certificate of representative coverage).

9. **Contract for Services** - Attached is a draft contract similar to the document your firm will be expected to execute if selected. Firms should review the document and indicate that it is acceptable without exception. If your firm does take exception with the contract, the exceptions must be clearly indicated in this section of your qualifications statement and the recommended language must be provided. Regarding the CxA's scope of work, the information included in this RFQ/RFP governs over the attached sample contract.

10. **Past Claims or Disputes**- Indicate any claims, disputes, or arbitration proceedings that have occurred on any projects in the last five (5) years. Indicate who they were with and give a status of each even if they are pending.

VI. Method of Selection

The Program Manager will review the qualifications and proposals received and present them to the Bid Review Committee of the HSBC, acting as a selection committee. A recommendation for award of the assignment(s) will then be made to the full HSBC for action.

VII. General Terms and Conditions

A prospective respondent must be willing to adhere to and accept the terms and conditions of this RFP, including the following, and must positively state its acceptance and compliance with them in its response to this Request for Proposal.

1. **Acceptance or Rejection by the HSBC** - The HSBC reserves the right to accept and/or reject any or all proposal statements submitted for consideration to serve the best interests of the HSBC and the City. Respondents whose proposal statements are not

accepted will be notified in writing.

2. **Ownership of Documents** - All proposal statements submitted in response to this RFQ/RFP are to be the sole property of the HSBC and subject to the provisions of Section 1-200 et. Seq. of the Connecticut General Statutes (re: Freedom of Information).
3. **Ownership of Subsequent Products** - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/RFP is to be the sole property of the HSBC unless stated otherwise in the RFQ/RFP or contract.
4. **Timing and Sequence** - Timing and sequence of events resulting from this RFQ/RFP will ultimately be determined by the HSBC.
5. **Oral Agreements** - Any alleged oral agreement or arrangement made by a respondent with any other person will not be binding or effective.
6. **Amending or Canceling Requests** - The HSBC reserves the right to amend or cancel this RFQ/RFP prior to the due date and time, if it is in the best interest of the HSBC to do so.
7. **Rejection for Default or Misrepresentation** - The HSBC reserves the right to reject the proposal of any respondent who is in default of any prior contract or for misrepresentation.
8. **City's Clerical Errors in Awards** - The HSBC reserves the right to correct inaccurate awards resulting from its clerical errors.
9. **Rejection of Proposal Statements** - Proposal statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ/RFP.
10. **Changes to Proposal Statements** - No additions or changes to the original qualification statement will be allowed after the deadline for submittal.
11. **Contract Requirements** - The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award, subject to HSBC's approval.
12. **Rights Reserved to the Hartford School Building Committee** - The HSBC reserves the right to award in part, to reject any and all proposal statements in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the HSBC and the City will be served.
13. **Withdrawal of Proposal Statements** - Negligence on the part of any respondent in preparing the proposal statement confers no right of withdrawal after the time fixed for the acceptance of the proposal statement.
14. **Assigning, Transferring of Agreement** - The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement, its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior written consent and approval in writing by the HSBC.

- 15. Cost of Preparing Proposal Statement** - The HSBC and the City shall not be responsible for any expenses incurred by any organization in preparing and submitting a proposal statement. All proposal statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- 16. Release & Waiver** - Each respondent releases and waives any and all claims or actions that it may have against HSBC, the City and/or their respective officers, directors, employees or authorized agents as a result of, or in connection with, the exercise of any rights of HSBC under this RFQ/RFP including but not limited to Article VI hereof.
- 17. Indemnification and Insurance** - Each respondent acknowledges and agrees that the following provisions will be included in the formal agreement referred to in section 10 above.

A. Indemnification

- i. Respondent shall, at all times, defend, indemnify, protect and save harmless HSBC and City, and their respective officers, agents and employees (collectively, the "Indemnitees") from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person, including death, property damage or other damages sustained by any of the Indemnitees, respondent or any other person, party, or entity, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions, errors or negligence of respondent or any of its officers, agents, representatives, employees or subcontractors. The expenses covered by the foregoing indemnification shall include those to investigate, defend and settle any claim, judgment or payment of any legal liability. Upon demand of HSBC, respondent shall immediately pay to HSBC the amount of any expenses incurred by any of the Indemnitees that is covered by the foregoing indemnification. The obligations of respondent under this indemnification shall survive the termination or expiration of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

B. Insurance

- i. Respondent shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the insurance set forth on the certificate submitted by respondent and approved by HSBC, including any required endorsements thereto and amendments thereof. Respondent shall be solely responsible for any deductibles or retentions required in connection with the above-referenced insurance, and respondent shall indemnify and hold harmless HSBC and the City for any cost or liability associated with such deductibles or retentions, including but not limited to any payment thereof.

- ii. Prior to commencing any work, respondent shall submit to HSBC and City a new certificate or certificates in an accord form or a form of the same format for each insurance referenced in Subsection (a) above certifying that such insurance is in full force and effect and setting forth the information required by Subsection (c) below. Additionally, respondent shall furnish to HSBC and City within thirty (30) days before the expiration date of the coverage of each insurance referenced in Subsection (a) above, a certificate or certificates containing the information required by Subsection (c) below and certifying that such insurance has been renewed and remains in full force and effect.
- iii. All policies for each insurance referenced in subsection (a) above shall: (i) Name the City and HSBC as certificate holders, and include the HSBC, the City and ARCADIS/O&G/C&R Program Management as additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance or professional liability insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days prior written notice to HSBC and the City by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) contain a waiver of subrogation holding HSBC and the City free and harmless from all subrogation rights of the insurer; and (v) provide that such insurance hereunder is the primary insurance and that any other insurance that HSBC or the City may have shall be deemed in excess of such primary insurance.
 - a) All policies for each type of insurance required hereunder shall be issued by insurance companies that are licensed to conduct business in the State of Connecticut and have a current A.M. Best's minimum financial size rating of X and key rating of A-.
 - b) All of the insurance requirements set forth in this paragraph B. shall apply to any subcontractors hired by respondent to perform any of its obligations hereunder. HSBC reserves the right to require any additional insurance coverage for any specific work to be performed by any of respondent's subcontractors.
 - c) No provision of this paragraph B. shall be construed or deemed to limit respondent's obligations under this Agreement to pay damages or other costs or expenses.

18. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the City's EEO/MWBE ordinances and regulations.

VIII. Equal Opportunity Employment
Sec. 7-3 Contract Provisions Required pertaining to Equal Opportunity in Employment

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Commissioning Services
Burns School, Bulkeley High School
March 2, 2020**

1. Every contract made by or on behalf of the Hartford School Building Committee and the City for the design, construction, lease, alteration or repair of any public building or public work, or the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment. The term "contractor" as used herein shall mean and refer to respondent.
2. The Office of Corporation Counsel, which is the City's Affirmative Action Office, shall have the authority to enforce this ordinance.
3. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Corporation Counsel.
 - A. The contractor agrees and warrants that in the performance of this contract he or she 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, sex, sexual orientation, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or the City. The contractor also agrees to provide the Affirmative Action Officer of the City with such information that he or she may request concerning the employment practices and procedures of the contractor as related to the provisions of this section.
 - B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.
 - C. The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.
 - D. In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligation under this contract relative to non-discrimination, and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this contract.
 - E. Nothing herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

In addition to the above listed requirements from the City Code, the HSBC encourages firms located in Hartford and Woman and Minority-Owned Business Entities (Local and W/MBE Firms) to participate as prime or subconsultants on this assignment.

IX. Insurance Requirements

1. The CxA shall maintain the following insurance for the duration of this Agreement:

- a. Commercial General Liability Insurance in a minimum amount of \$1 million for each occurrence for bodily injury and property damage and \$2 million annual aggregate. This policy shall include the following:
 - Occurrence form CG 00 01 12 07 or comparable
 - Products and completed operations
 - Fellow Employee Exclusion Removed
 - Primary and Non-Contributory
 - XCU included (Explosion, Collapse, Underground)
 - Contractual Liability
 - Completed Operations coverage to be reinstated for a period of three (3) years following completion of the project
 - Per Project Aggregate
 - Personal injury - \$1,000,000 limit
 - Fire legal liability - \$300,000 limit
 - Medical payments - \$5,000 limit

Additional insured status as identified below shall be evidenced by ISO additional insured endorsement CG 20 10 and CG 20 37 or other equivalent which endorsement shall include coverage for such entities with respect to liability arising out of the ongoing operations and completed operations of CxA.

- b. Workers' Compensation in accordance with applicable statutory amounts.
 - c. Employer's Liability Insurance in minimum amounts of \$500,000 for each occurrence for bodily injury by accident; \$500,000 for each employee for bodily injury by disease; with a \$1 million policy limit.
 - d. Business Automobile Liability Insurance for all automobiles used by the CxA and any of its officers, agents, or employees in connection with the Services with a combined single limit of \$1 million each accident applying to owned, non-owned, leased or hired automobiles.
 - e. Professional Liability Insurance policy in the amount of \$1 million per claim/aggregate basis with a deductible no greater than \$75,000 per claim and a retroactive date, if any, prior to commencement of services on the Project; and with coverage to be maintained in effect continuously for a period of at least two (2) years after Substantial Completion of the Project.
 - f. Umbrella Liability Insurance in the amount of at least \$1 million overlaying Employer's Liability, Commercial General Liability (including completed operations), and Business Automobile Liability coverages.
2. All policies of insurance (except Professional Liability and Workers' Compensation) shall include the HSBC; the City of Hartford, CT; Arcadis/O&G/C&R and their respective directors, officers, officials, employees, boards, committees, and agents as additional insureds. All policies of the CxA and its consultants shall include express waivers of subrogation rights against all entities identified in the first sentence of this paragraph as additional insureds.

3. All insurance policies shall be issued by a company rated at least A (Excellent) or better by A.M. Best, registered to conduct business in the State of Connecticut, and acceptable to the Owner.
 4. No cancellation or material modification shall be effective without sixty (60) days prior written notice to Owner.
 5. All insurance shall be primary and non-contributing with any insurance maintained by Owner or any other additional insureds.
 6. Certificates of Insurance, and copies of policies if requested by Owner, will be provided to the HSBC and/or the City upon execution of this Agreement and prior to performance of any Services hereunder, and no later than sixty (60) days prior to each renewal date thereafter. All Certificates shall identify all endorsements and copies of non-standard endorsements shall be furnished. Certificates of Insurance shall eliminate the wording "endeavor to" and "but failure to mail such notice shall impose no obligation of any kind upon the company, its agents or representatives" from the cancellation provision.
7. All insurance shall be occurrence-based except for Professional Liability. Provide a copy of insurance certificate to indicate the insurance limits for Workers Compensation, Employers Liability, Commercial General Liability, Business Automobile Liability, and Professional Liability.
8. It is agreed between the parties hereunto that the amounts of insurance in this Agreement do not, in any way, limit the liability of Consultant to the Indemnitees by virtue of its promise to indemnify and hold harmless the indemnitees so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by Consultant, Consultant shall be liable to the Indemnitees for the difference, plus all fees and expenses incurred in collecting the same, all at Consultant's sole cost and expense.
 9. Insurance requirements and coverages may be reviewed from time to time during the terms of this Agreement and all extensions and renewals hereof. Consultant agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
 10. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default under this Agreement. Consultant agrees that such default may be cured by procurement of insurance on behalf of Consultant, at Consultant's expense, and deducted from any amounts otherwise due to Consultant under this Agreement or any other contract with HSBC, at HSBC's option.

X. Fee Proposal

Provide a lump sum fee proposal for each assignment. Include a list of key positions and proposed personnel, including hourly billing rates. Such proposal and hourly rates shall include all ordinary overhead and profit markups, plus direct costs such as the cost of reproductions, postage and shipping service costs and local travel costs associated with the project. No "reimbursable cost" billings will be allowed.

The award of the contract for the services will be made, if at all, to the respondent whose evaluation by the selection committee results in the selection committee determining that such

**Request for Qualifications and Proposals
Commissioning Services
Burns School, Bulkeley High School
March 2, 2020**

award to such respondent is in the best interests of the HSBC and the City of Hartford ("City"). However, the selection of a respondent and the execution of a services agreement, while anticipated, are not guaranteed. HSBC reserves the right to reject any or all of the proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the bidding process for this RFP, if such rejection or waiver is deemed in the best interests of HSBC and the City. Neither the HSBC, City, nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFP.

END OF REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

Commissioning Services
Burns School
OSCG Project #064-0312 RNV
Bulkeley High School
ISCGR Project #064-0313 RNV

DRAFT AIA® Document B211™ – 2007

Standard Form of Architect's Services: Commissioning

for the following **PROJECT**:
(Name and location or address)

<Project>

THE OWNER:

Hartford School Building Committee
550 Main Street
Hartford, Connecticut 06103

as represented by the Program Manager
ARCADIS/O&G/C&R Program Management
207 Main Street, Suite 200
Hartford, CT 06106»

THE COMMISSIONING AGENT:

(Name, legal status and address)

<Firm>

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

The Commissioning Agent's (CxA) performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the CxA to Additional Services.

(List below information, including conditions or assumptions, that will affect the Architect's performance.)

The work is to be defined and governed by the State of Connecticut's High-Performance Building Standard, the Pricing Request for Commissioning Services dated x, all Addenda issued prior to the Fee Proposal submission date of x and proposal clarifications submitted after that date.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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ARTICLE 2 COMMISSIONING SERVICES

§ 2.1 The CxA shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team, and issue progress reports. The CxA shall coordinate the services provided by the CxA and the CxA's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.2 The CxA shall prepare, and periodically update, a schedule of Commissioning Services that shall identify milestone dates for decisions required of the Owner, services furnished by the CxA, and completion of documentation provided by the CxA. The CxA shall coordinate the Commissioning Services schedule with the Owner's Project schedule.

§ 2.3 The CxA shall make a presentation to explain the Commissioning Services to representatives of the Owner.

§ 2.4 Subject to Section 3.3, the CxA shall assist the Owner with Discovery Sessions.

§ 2.5 The CxA shall submit commissioning documentation to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The CxA shall be entitled to rely on approvals received from the Owner to complete the Commissioning Services.

§ 2.6 COMMISSIONING PLAN

The CxA shall prepare a Commissioning Plan based on the systems to be commissioned, program and schedule. The Commissioning Plan will describe the commissioning process for the Project and may contain a description of the objectives of the commissioning, a list of participants and their roles and responsibilities, an outline of the management structure, a description of how the plan is to be implemented, the commissioning schedule, specific details about design reviews, a list of systems and components being commissioned and reporting formats.

§ 2.7 DESIGN INTENT DOCUMENT

§ 2.7.1 The CxA shall prepare a Design Intent Document with information provided by the Owner and the Owner's consultants and contractors. The Design Intent Document will describe the performance criteria for the systems to be commissioned. The performance criteria described in the Design Intent Document shall be quantifiable and measurable through objective testing. The Design Intent Document is known as the Owner's Project Requirements in projects governed by the State of Connecticut High Performance Building Standard.

§ 2.7.2 After the Owner's approval of the Design Intent Documents, the CxA shall revise the Design Intent Document to reflect any changes approved by the Owner as an Additional Service.

§ 2.8 DESIGN REVIEW

The CxA shall review the design of the systems to be commissioned for the limited purpose of determining if the systems as designed will achieve the requirements of the Design Intent Document. The CxA's review shall be made with such reasonable promptness as to cause no delay in the activities of the Owner or Owner's consultants, while allowing sufficient time in the CxA's professional judgment to permit adequate review. Review of the design is not conducted for the purpose of determining the accuracy and completeness of the design documents and other details such as quality of materials, appearance, dimensions, quantities and costs. Upon completion of the review, the CxA shall issue written comments and recommendations. Such reviews are to be performed at the Schematic Design, Design Development, 95% Construction Document and Bid Document completion milestones.

§ 2.9 COMMISSIONING SPECIFICATIONS

§ 2.9.1 The CxA shall review the Contract Documents and recommend modifications necessary for coordination with the commissioning requirements and processes, which may include equipment submittals, operation and maintenance manuals, system readiness tests, and personnel training.

§ 2.9.2 The CxA shall provide Commissioning Specifications for inclusion in the Contract Documents, which will define the contractor's responsibilities related to commissioning. The Commissioning Specifications will identify systems to be commissioned and may include detailed checklists, test procedures, required test results and warranty requirements.

§ 2.10 SHOP DRAWING AND SUBMITTAL REVIEW

§ 2.10.1 The CxA shall review contractors' submittals, such as Shop Drawings, Product Data and Samples for the systems to be commissioned, for the limited purpose of evaluating the system's ability to achieve the requirements

of the Design Intent Document. The CxA's review shall be made with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or contractors, while allowing sufficient time in the CxA's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the Contract Documents. The CxA's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CxA, of any construction means, methods, techniques, sequences or procedures.

§ 2.10.2 Upon completion of the review, the CxA shall issue written comments for those submittals that deviate from the requirements of the Design Intent Document. The Owner may choose to accept the deviations, in which case the CxA shall revise the Design Intent Document and the related Commissioning Specifications as an Additional Service.

§ 2.11 COMMISSIONING MEETINGS

Subject to Section 3.3, the CxA shall conduct and document commissioning coordination meetings with the Owner, Owner's consultants, contractors and subcontractors, whose systems are included in the Commissioning Specifications. The CxA shall coordinate these meetings with the Project schedule.

§ 2.12 REVIEW OF DOCUMENTATION DURING CONSTRUCTION

During construction the CxA shall review documentation such as meeting minutes, field reports, minor changes in the Work, Construction Change Directives, and Change Orders related to the systems to be commissioned. The CxA shall report to the Owner changes that will prevent the systems from performing as required by the Design Intent Document. The Owner may choose to accept the changes, in which case the CxA shall revise the Design Intent Document and the related Commissioning Specifications as an Additional Service.

§ 2.13 OPERATIONS AND MAINTENANCE MANUAL REVIEW

Prior to the start of operator training, the CxA shall review the operations and maintenance manuals submitted by the contractors for the systems to be commissioned for conformance with the Commissioning Specifications.

§ 2.14 OPERATOR TRAINING

§ 2.14.1 The CxA shall review contractors' planning, scheduling, content and documentation for operator training sessions for conformance with the Commissioning Specifications.

§ 2.14.2 The CxA shall provide operator systems training including the requirements of the Design Intent Document, special design features, operating sequences and limitations, Functional Performance Test procedures, and maintenance cycles of the various systems. This training will begin before the contractor demonstrates the system performance using the Functional Performance Tests. During the commissioning of the systems, the CxA shall provide operator field training by having the operators assist in the verification of the Functional Performance Tests.

§ 2.14.3 The CxA shall observe contractors' training and maintain a training log for inclusion into the Final Commissioning Report. The training log will include the attendees' names, training dates, system or equipment on which training was performed, and the name, title and contact information of the trainer.

§ 2.15 TEST REPORT REVIEW

Before the start of Functional Performance Testing, the CxA shall observe a portion of the system readiness tests and shall review the system readiness test reports required by the Contract Documents for the systems to be commissioned. The CxA shall report to the Owner any observed deficiencies for correction prior to the start of Functional Performance Testing.

§ 2.16 FUNCTIONAL PERFORMANCE TESTING AND DOCUMENTATION

The CxA shall direct, observe and document the Functional Performance Tests for each system to be commissioned. The Functional Performance Tests shall follow the procedures included in the Commissioning Specifications. The CxA shall submit Functional Performance Test reports for each system to the Owner for review.

§ 2.17 DEFICIENCY CORRECTION

The CxA shall generate a Corrective Action Report for each deficiency identified during Functional Performance Testing. The CxA shall maintain a log of the Corrective Action Reports. Each deficiency shall be resolved by the

appropriate contractor and, after correction of the deficiency, the CxA shall direct, observe, and document re-testing to confirm that the deficiency has been corrected as an Additional Service.

§ 2.18 FINAL COMMISSIONING REPORT

The CxA will prepare a Final Commissioning Report including the Commissioning Plan, Design Intent Document, Commissioning Specification, blank Functional Performance Test procedure forms, system readiness tests reports, Functional Performance Test reports, Corrective Action Reports and log, and operator training plans and log.

§ 2.19 POST-OCCUPANCY REVIEW

The CxA shall meet with the Owner prior to one year after the date of Substantial Completion to review the operations and performance of the commissioned systems and to make appropriate recommendations to the Owner.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Commissioning Services described above, the CxA shall provide the following Additional Services only if specifically designated below as the CxA’s responsibility. The CxA shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2, or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)

| Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below) |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| § 3.1.1 Data Collection | CxA | |
| § 3.1.2 Owner Supplied Data Analysis | CxA | |
| § 3.1.3 Measurement and Verification Studies | Not Provided | |
| § 3.1.4 Existing Facilities Surveys | Owner | |
| § 3.1.5 Programming | Architect | |
| § 3.1.6 Identification of Systems to be Commissioned | Owner with Architect | |
| § 3.1.7 Sustainable Design Studies | Architect with CxA | |
| § 3.1.8 Preparation of Design Intent Document, also known as the Owner’s Project Requirements | CxA | |
| § 3.1.9 Detailed Cost Estimating | Architect | |
| § 3.1.10 Value Analysis (B204™–2007) | Architect, CxA | |
| § 3.1.11 Special Bidding or Negotiations | Owner | |
| § 3.1.12 On-site Project Representation | CxA | |
| § 3.1.13 Construction Management | Owner | |
| § 3.1.14 Record Drawings | Architect, CM | |
| § 3.1.15 Post-occupancy Evaluations | CxA | |

§ 3.2 Insert a description of each service designated in Section 3.1 the CxA shall provide if not included in an exhibit attached to this document and identified in the table above.

« »N/A

§ 3.3 The CxA shall provide Commissioning Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the CxA shall notify the Owner: No limits noted in proposal.

- .1 Commissioning Meetings:
 - .1 « » (« ») Discovery Sessions (aka Integrated Design Sessions)
 - .2 « » (« ») Commissioning Services Presentations
 - .3 « » (« ») Design Meetings
 - .4 « » (« ») Pre-bid Meetings
 - .5 « » (« ») Pre-construction Meetings

- .6 « » (« ») Construction Meetings
- .7 « » (« ») Warranty Meetings
- .8 « » (« ») Post-occupancy Review Meetings
- .2 « » (« ») reviews of each Shop Drawing, Product Data item, sample or similar submittal of the contractor
- .3 « » (« ») Training Sessions
- .4 « » (« ») reviews of readiness test reports submitted by contractors
- .5 « » (« ») visits to the site by the CxA over the duration of the Project during construction
- .6 « » (« ») inspections for any portion of the Work to be commissioned to determine whether such portion of the Work is ready for Functional Performance Testing
- .7 « » (« ») Functional Performance Tests of each system to be commissioned
- .8 « » (« ») Corrective Action Reports for each system to be commissioned

§ 3.4 To avoid a delay, the CxA shall provide the following Additional Services and shall notify the Owner with reasonable promptness. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the CxA, and the CxA shall have no further obligation to provide those services:

- .1 Review of a contractor's submittal out of sequence from the submittal schedule agreed to by the CxA;
- .2 Responses to a contractor's requests for information where such information is available to the contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to the Design Intent Document and Commissioning Specifications resulting there from; or
- .4 Commissioning Services provided 60 days after the originally scheduled date for completion of the Commissioning Services in the Commissioning Services schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall identify the systems to be commissioned and furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, system requirements and relationships, special equipment and site requirements.

§ 4.2 The Owner shall provide to the CxA data necessary for the Commissioning Services which may include design drawings, construction documents, record drawings, shop drawings and submittals, operation and maintenance manuals, master plans, operation costs, operation budgets, and pertinent records relative to historical building data, building equipment, furnishings and repairs.

§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the CxA to provide the Commissioning Services. The personnel shall conduct tours and walk-throughs and explain the facility's original, current and anticipated future use.

§ 4.4 The Owner shall furnish the services of design consultants, testing agencies, and contractors necessary to allow the CxA to provide the Commissioning Services.

ARTICLE 5 COMPENSATION

§ 5.1 For the CxA's Commissioning Services described under Article 2, the Owner shall compensate the CxA as follows:

- .1 Payments for Commissioning Services shall be made monthly in proportion to the Commissioning Services performed as set forth on the Fee Proposal and shall be based upon the Contractor's invoices submitted to the Owner.
- .2 The period covered by each invoice shall be one calendar month ending on the last day of the month.
- .3 Payment shall be made by the Owner to Commissioning Agent not later than forty five (45) days after approval of invoice by Program Manager.

« Fee as represented in the x, proposal shall be OXXXX dollars (\$XXXX).
»

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the CxA as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«N/A »

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Sections 3.3 and 3.4, the Owner shall compensate the CxA as follows:
(Insert amount of, or basis for, compensation.)

« CxA to be compensated at applicable hourly rates, as written in the May 31, 2018 Fee Schedule»

§ 5.4 Compensation for Additional Services of the CxA's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the CxA plus «N/A » percent («N/A » %), or as otherwise stated below:

« N/A»

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of CxA's Services: Commissioning, if any, are as follows:

« § 6.1 The CxA shall maintain the following insurance for the duration of this Agreement:

§ 6.1.1 Commercial General Liability Insurance in a minimum amount of \$1 million for each occurrence for bodily injury and property damage and \$2 million annual aggregate. This policy shall include the following:

- Occurrence form CG 00 01 12 07 or comparable
- Products and completed operations
- Fellow Employee Exclusion Removed
- Primary and Non-Contributory
- XCU included (Explosion, Underground Collapse) _
- Contractual Liability
- Completed Operations coverage to be reinstated for a period of three (3) years following completion of the project
- Per Project Aggregate
- Personal injury - \$1,000,000 limit
- Fire legal liability - \$300,000 limit
- Medical payments - \$5,000 limit

Additional insured status as identified in paragraph 6.1.7 shall be evidenced by ISO additional insured endorsement CG 20 10 and CG 20 37 or other equivalent which endorsement shall include coverage for such entities with respect to liability arising out of the ongoing operations and completed operations of CxA.

§ 6.1.2 Workers' Compensation in accordance with applicable statutory amounts.

§ 6.1.3 Employer's Liability Insurance in minimum amounts of \$500,000 for each occurrence for bodily injury by accident; \$500,000 for each employee for bodily injury by disease; with a \$1 million policy limit.

§ 6.1.4 Business Automobile Liability Insurance for all automobiles used by the CxA and any of its officers, agents, or employees in connection with the Services with a combined single limit of \$1 million each accident applying to owned, non-owned, leased or hired automobiles.

§ 6.1.5 Professional Liability Insurance policy in the amount of \$1 million per claim/aggregate basis with a deductible no greater than \$75,000 per claim and a retroactive date, if any, prior to commencement of services on the Project; and with coverage to be maintained in effect continuously for a period of at least two (2) years after Substantial Completion of the Project.

§ 6.1.6 Umbrella Liability Insurance in the amount of at least \$1 million overlaying Employer's Liability, Commercial General Liability (including completed operations), and Business Automobile Liability coverages.

§ 6.1.7 All policies of insurance (except Professional Liability and Workers' Compensation) shall include the Owner; City of Hartford, CT; Arcadis/O&G/C&R and their respective directors, officers, officials, employees, boards, committees, and agents as additional insureds. All policies of the CxA and its consultants shall include express waivers of subrogation rights against all entities identified in the first sentence of this paragraph as additional insureds.

§ 6.1.8 All insurance policies shall be issued by a company rated at least A (Excellent) or better by A.M. Best, registered to conduct business in the State of Connecticut, and acceptable to the Owner.

§ 6.1.9 No cancellation or material modification shall be effective without sixty (60) days prior written notice to Owner and the City.

§ 6.1.10 All insurance shall be primary and non-contributing with any insurance maintained by Owner or any other additional insureds.

§ 6.1.11 Certificates of Insurance, and copies of policies if requested by Owner, will be provided to the Owner and/or the City upon execution of this Agreement and prior to performance of any Services hereunder, and no later than sixty (60) days prior to each renewal date thereafter. All Certificates shall identify all endorsements and copies of non-standard endorsements shall be furnished. Certificates of Insurance shall eliminate the wording "endeavor to" and "but failure to mail such notice shall impose no obligation of any kind upon the company, its agents or representatives" from the cancellation provision.

§ 6.1.12 All insurance shall be occurrence-based except for Professional Liability.

§ 6.2 DISPUTES

§ 6.2.1 The Owner and CxA shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and CxA waive all claims and causes of action not commenced in accordance with this Section 6.2.1.

§ 6.2.2 To the extent damages are covered by property insurance, which is provided, or caused to be provided, by the Owner for the Project during construction, the Owner and CxA waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the construction contract as entered into by the Owner for the Project. The Owner or the CxA, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The CxA shall be responsible for payment of any deductible to the extent any covered loss is attributable to the fault or negligence of the CxA or any entity for which it is responsible.

§ 6.2.3 The CxA and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, except to the extent covered by any insurance as required hereunder. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 6.2.4 The CxA shall, at the Owner's request, evaluate and prepare recommendations concerning claims, disputes and other matters in question between the Owner and Contractor.

§ 6.3 MEDIATION

§ 6.3.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the CxA's services, the CxA may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.3.2 The Owner and CxA shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association 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 a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 6.3.3 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.

§ 6.3.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.3, the method of binding dispute resolution shall be the following:

- Litigation in a court of competent jurisdiction in Hartford, Connecticut. The parties waive their rights to a jury trial

§ 6.4 TERMINATION OR SUSPENSION

§ 6.4.1 The Owner may, with fifteen (15) days prior notice to the CxA, temporarily suspend Services for a period not to exceed forty-five (45) days. In the event of such suspension of the Services, the CxA shall not be entitled to any compensation during the term of the suspension. In the event that the Owner temporally suspends Services for a period in excess of forty-five (45) days, the Owner's total liability for additional costs incurred by the CxA shall be limited to payment of overhead expenses, payroll costs, and other expenses that the CxA has not absorbed or otherwise productively reassigned.

§ 6.4.2 If the Owner suspends the Project for more than one hundred twenty (120) cumulative days for reasons other than the fault of the CxA, the CxA may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 6.4.3 Either party may terminate this Agreement upon not less than thirty (30) 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. If the CxA is terminated for default under the provisions of this Agreement, the Owner shall not be obligated to pay the CxA any further compensation or fee until such time as the scope of the Services has been completed and the Owner shall determine the losses, damages, costs, fees and expenses incurred by or payable by the Owner as a result of such termination.

§ 6.4.4 The Owner may terminate this Agreement, or any portion thereof, upon not less than seven (7) days' written notice to the CxA for the Owner's convenience and without cause.

§ 6.4.5 In the event of termination not the fault of the CxA, the CxA shall be compensated for services performed prior to termination, but in no event shall CxA be entitled to any anticipatory profits, unearned fees, or damages.

§ 6.5 MISCELLANEOUS PROVISIONS

§ 6.5.1 This Agreement shall be governed by the laws of the State of Connecticut without regard to conflict of law or principles.

§ 6.5.2 Unless otherwise defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 6.5.3 The Owner and CxA, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the CxA shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 6.5.4 If the Owner requests the CxA to execute certificates, the proposed language of such certificates shall be submitted to the CxA for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the CxA to execute consents reasonably required to facilitate assignment to a lender, the CxA shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the CxA for review at least fourteen (14) days prior to execution. The CxA shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 6.5.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or CxA. However, the Owner shall be an intended third-party beneficiary of all agreements entered into by CxA with any third parties for performance of any portion of the Services.

§ 6.5.6 Unless otherwise required in this Agreement, the CxA shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 6.5.7 The CxA shall have the right to include photographic or artistic representations of the design of the Project among the CxA's promotional and professional materials. The CxA shall be given reasonable access to the completed Project to make such representations. However, the CxA's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the CxA in the Owner's promotional materials for the Project.

§ 6.5.8 If the CxA or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; (4) a third party pursuant to a court or administrative order.

§ 6.5.9 Pending resolution of any dispute, claim, or other matter in question, the CxA shall continue performance of the Agreement unless otherwise directed by the Owner, and the Owner shall continue payment to the CxA of any undisputed sums.

§ 6.5.10 The CxA shall be responsible for all acts and omissions of those employees, consultants, subcontractors, vendors, and agents engaged by CxA to perform any portion of its Services described in this Agreement.

§ 6.5.11 To the fullest extent permitted by law, CxA shall indemnify, defend and hold harmless Owner; the City of Hartford, CT (the “City”); the Program Manager and their respective directors, officers, officials, employees, boards, committees and anyone else acting for or on behalf of the Owner or City (collectively referred to as “Indemnitees”) from and against all liabilities, damages, losses, claims, demands, actions, fines, penalties and expenses (including but not limited to, reasonable attorneys’ fees and costs, whether incurred in court, out of court, or as part of a regulatory, administrative or bankruptcy proceeding) of any nature whatsoever (collectively “Claims”) which arise out of or are connected with, or are claimed to arise out of or be in connection with, (i) negligent acts, errors or omissions, or willful misconduct of CxA, its consultants and anyone for whom they are responsible; or (ii) failure of CxA, its consultants or anyone for whom they are responsible to comply with any applicable laws, statutes, ordinances or regulations of any governmental authority in connection with performance of the Services; except this indemnification obligation expressly excludes all Claims for bodily injury or property damage to the extent caused by or resulting from the negligence of the Indemnitees or their agents or employees.

§ 6.5.12 No waiver of any default hereunder by Owner or CxA shall be construed as a waiver of any subsequent breach.

ARTICLE 7 SCOPE OF THE AGREEMENT

§ 7.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 7.2 The following documents comprise the Agreement:

- .1 AIA Document B211–2007, Standard Form of Architect’s Services: Commissioning, as amended.

§ 7.3 The following exhibits attached to this are part of the Agreement and also comprise the Agreement:

- Exhibit A –Preliminary Project Schedule;
- Exhibit B – Construction Worker Site Access Requirements;

This Agreement is entered into as of the day and year first written above.

**HARTFORD SCHOOL BUILDING
COMMITTEE**

OWNER

By:

Melvyn Colon, Chairman

**APPROVED AS TO FORM AND
LEGALITY:**

Office of Corporation Counsel

<FIRM>

COMMISSIONING AGENT

By:



EXHIBIT A - Page 1 of 1

Project Schedule

The following milestone dates are to be utilized in planning your work on the Burns project:

- Phase 1 (By General Contractor) Ongoing through Aug. 2020
- Design Period (Phase 2) Ongoing through Sep. 2020
- Bidding and Award (Phase 2) Nov. 2020 through Jan. 2021
- Construction (Phase 2) Feb. 2021 through Jun. 2023
- Substantial Completion No later than June 30, 2023
- Playscapes (Phase 3) Not in CxA Scope
- FF&E/Technology (Phase 4) Not in CxA Scope
- Punch List Jul. 2023 through Aug 2023
- Project Closeout As required, 6 months anticipated

The following milestone dates are to be utilized in planning your work on the Bulkeley project:

- Phase 1 (By Owner) Completed
- Phase 2 Construction/Move-In Ongoing through July 31, 2020
- Design Period (Phase 3) Ongoing through Aug. 2021
- OSCG&R Review (Phase 3) Sept. 2021
- Bidding and Award (Phase 3) Oct. 2021 through Dec. 2021
- Construction (Phase 3) Jan. 2022 through June 2024
- Substantial Completion No later than July 15, 2024
- FF&E/Technology (Phase 4) Not in CxA Scope
- Punch List As determined by final schedule
- Project Closeout As required, 6 months anticipated

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Construction Worker Site Access Requirements Hartford School Building Committee

Background

Consideration for staff and student safety and security during extensive construction on occupied school sites necessitates clear guidelines and procedures for allowing construction workers access onto the school site.

Hartford Public Schools, the City of Hartford, and the Hartford School Building Committee have established minimum requirements to be implemented and enforced by the Contractor who will control all site activities during the construction period.

Employee Information

All construction employees will be required to provide an employee data sheet to the contractor prior to being allowed onto the school construction site.

This data sheet will require the following information and will be retained on file with the contractor and available to the Owner at any time:

- Employee Name and Address
- Company Name, Address and Phone Number
- Badge Number (to be furnished by contractor)
- Proposed Start Date
- Trade Description

Identification Badging

All construction employees will be required to wear a project specific photo identification badge while on school grounds.

Identification badge will contain following information:

- School project name
- Employee name
- Company name
- Badge number
- Issue date
- Trade description
- Employee photo

Designated Construction Areas

Construction workers shall remain in designated secure construction work areas supervised by the contractor.

Construction workers who must work in areas not designated as secure construction work areas shall receive authorization from the contractor, in consultation with the school principal or administrative designee in advance of the work, prior to being allowed access into the unsecured portion of the building.

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Temporary Access Pass / Identification

The contractor may issue a temporary access pass for occasional visitors to the unsecured school construction site. Occasional visitors shall be escorted at all times by a member of the project team displaying a proper identification badge.

The issuance of a temporary access pass will require the following information to be provided to the contractor:

- Employee name and address
- Company name, address and phone number
- Temporary badge number (to be furnished by the contractor)
- Trade description

The occasional visitor will be required to return the temporary access pass to the contractor prior to leaving the site each day.

Deliveries into the secured construction areas will not be required to obtain a Temporary Access Pass.

Construction Employee Site Orientation

All construction employees shall receive a site orientation briefing prior to being allowed onto the construction site.

The site orientation briefing shall include information on appropriate conduct while on School/ City property:

- Construction site access restrictions
- Zero tolerance for fraternization with staff or students
- Zero tolerance for drug and alcohol influence or use on school/ City property
- No smoking
- Site safety procedures