

OWNER'S REPRESENTATIVE SERVICES AGREEMENT

This **PROJECT MANAGEMENT/OWNER'S REPRESENTATIVE SERVICES AGREEMENT** (this "**Agreement**") dated as of the ___ day of January, 2021 (the "**Effective Date**"), is made by and between **CONSTRUCTION SOLUTIONS GROUP, LLC**, a Connecticut limited liability company, having an address of 1137 Main Street, East Hartford, Connecticut (the "**CSG**") and the **CITY OF TORRINGTON** (the "**City**") and the **TORRINGTON BOARD OF EDUCATION** (the "**Board**") (the City and the Board, collectively, the "**Owner**") in connection with the construction of the new Middle/High School and Central Office Administration (the "**Project**") to be located at 50 Major Besse Drive, Torrington, Connecticut (the "**Property**").

RECITALS:

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

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

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

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

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

- (a) Educational Specifications for the New Middle/High School and Educational Specifications for the Central Administrative Office each dated June 16, 2020.
- (b) Phase I/Phase II Environmental Site Assessment for Torrington High School prepared by Fuss & O'Neill dated June 25, 2020.
- (c) Property Survey Overall Existing Conditions Map for Torrington High School dated January 10, 2015 Rev. 1/16/14 prepared by Hrica Associates, LLC.

3. CSG'S Responsibilities. CSG shall provide the Services in accordance with this Agreement, in a manner consistent with the level of skill and care customarily exercised by members of the owner's representative profession practicing at the same time and locality as the Project and consistent with the best interests of the Owner. In providing Services hereunder, CSG shall act as an independent contractor and not as a partner or joint venturer with Owner. With regard to the provision of the Services, CSG shall have control over the means used to provide the

Services. CSG will act as the Owner's representative in all matters relating to the Project to the extent delegated to CSG pursuant to this Agreement. CSG shall cooperate with The S/L/A/M Collaborative, Inc. (the "Architect"), the Architect for the Project, and O&G Industries, Inc. (the "CM"), the Construction Manager for the Project, in fulfilling its responsibilities to the Owner under this Agreement and furthering the interests of the Owner and the Project. To the extent that CSG engages subconsultants or contractors to perform any part of the Services on CSG's behalf, CSG shall be responsible and liable for all acts and omissions of all of such subconsultants and contractors. CSG shall not engage contractors or subconsultants to provide any of the Services without the prior written consent of the Owner.

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

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

6. Project Team and CSG's Designated Representative. The following persons shall serve as CSG's team for the Project: Chris Cykley, Principal in Charge; Karen De Persia, Senior Project Manager; Marnie Liska, Technical Document Review and On-Site Construction Representative; and Samantha D'Agostino, Project Controls Support. CSG hereby represents that all of such persons have the proper training and experience to competently perform the Services. CSG shall not replace any of such persons except with prior written notice to, and the consent of, the Owner. CSG's designated representative for the Project shall be:

Chris Cykley
Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108
Tel. No. 203-889-6197
Email Address: chrisc@csgroup-llc.com

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

Ed Arum, Building Committee Co-Chair and Interim Director of Business Services
for the Torrington Board of Education
Torrington Public Schools
355 Migeon Avenue
Torrington, CT 06790-4822
Tel. No. 860-489-2327 x1611
Email Address: earum@torrington.org

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

9. **Project Management Fee.** In consideration of the performance of the Services in accordance with this Agreement, the Owner shall pay CSG a lump sum fee in the amount of **Nine Hundred Twenty-Six Thousand Eighty-Four and 00/100 Dollars (\$926,084.00)** to be allocated as follows:

(a) **Phase One:** Design and Construction of new High/Middle School and Central Office Administration facilities (based on a duration for Phase One of 182 weeks) (“Phase One”):

(i) For Services during the Schematic Design Phase, Design Development Phase, Construction Documents Phase and permitting phase of the Project: **Two Hundred Seventy-Three Thousand Four Hundred Eighty-Two and 00/100 Dollars (\$273,482.00).**

(ii) For Services during the Construction Phase of the Project: **Five Hundred Forty-Six Thousand Nine Hundred Sixty-Three and 00/100 Dollars (\$546,963.00).**

(b) **Phase Two:** Demolition of existing High School building, Construction of Athletic Fields, Site Work, closeout and audit (based on a duration for Phase Two of 26 weeks)(“Phase Two”): **One Hundred Five Thousand Six Hundred Thirty-Nine and 00/100 Dollars (\$105,639.00).**

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

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

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

13. Insurance. For so long as this Agreement is in effect, CSG shall carry and keep in force the types and amounts of insurance set forth on **Exhibit C** hereto. Prior to the commencement of the Services, CSG shall provide the Owner with a currently dated Certificate of Insurance confirming that CSG has obtained and maintains all insurance required hereunder including, without limitation, the naming of the City and the Board as additional insureds as provided in **Exhibit C**.

14. Indemnity. To the fullest extent permitted by Applicable Law, CSG shall indemnify, defend and hold harmless the City and the Board and their respective boards, board members, directors, officers, officials, committees, committee members, employees, agents and representatives (each, an "Indemnitee") from and against any and all loss, cost, liability, damages, claims, actions, suits, demands, judgments, executions, interest and expense whatsoever, including, but not limited to, costs of investigation, defense and settlement, and all reasonable attorneys' fees and disbursements, including, but not limited to, claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, for damage or destruction to the Project, the Property or other real or personal property of the Owner or any adjacent property but only to the extent they arise out of the acts or omissions of CSG, its consultants, contractors or any of their respective members, managers, shareholders, directors, officers, employees, agents or representatives, in connection with the performance of the Services. In claims against any Indemnitee by an employee of CSG, anyone directly or indirectly employed or retained by CSG or anyone for whose acts CSG may be liable, the indemnification obligation under this Section 14 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for CSG under workers' compensation acts, disability benefit acts or other employee benefit acts. The obligations of CSG under this Section 14 shall survive the expiration or earlier termination of this Agreement.

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

16. Dispute Resolution.

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

(b) Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of

this Agreement provided that any arbitration proceedings under this Agreement shall be brought in a location selected by the Owner.

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

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

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

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

(g) The provisions of this Section 16 shall survive the termination of this Agreement.

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

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

(b) CSG may terminate this Agreement upon ten (10) days prior written notice ("**Default Notice**") to the Owner in the event of the Owner's material breach of this Agreement provided such material breach is not substantially cured within ten (10) days after Owner's receipt

of the Default Notice. The Default Notice shall describe the material breach and the method(s) by which such breach may be cured. If requested by the Owner, CSG shall promptly provide to the Owner copies of all Project Records.

(c) In the case of Owner's termination without cause or CSG's termination for cause under Section 17(b), the Owner shall pay to CSG amounts due to CSG for Services performed in accordance with this Agreement through the effective date of termination (the "**Termination Payment**"). The Termination Payment shall be made by the Owner within thirty (30) days after receipt of CSG's final invoice reflecting amounts properly due. Such payment obligation and the obligation of CSG to provide Project Records shall survive the termination of this Agreement.

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

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

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

If to CSG:

Chris Cykley
Vice President
Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108
Tel. No. Office: 203-889-6197; Cell: 203-206-1281
Email Address: chris@csgroup-llc.com

If to Owner:

Torrington Building Committee for the New
Middle/High School Central Office Administration
Project
c/o Torrington Public Schools
355 Migeon Avenue
Torrington, CT 06033
ATT: Ed Arum
Tel. No. 860-489-2327 x1611
Email: earum@torrington.org

with a copy to:

Shipman & Goodwin LLP
1 Constitution Plaza
Hartford, CT 06103
Attention: Christine L. Chipman, Esq.
Phone: (860) 251-5048
Email: cchipman@goodwin.com

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

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

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

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

23. Non-Waiver. Any failure by the Owner to insist upon the strict performance by CSG of any of the terms and provisions hereof shall not be a waiver, and the Owner, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by CSG of any and all of the terms and provisions of the Agreement, and CSG shall not be relieved of such obligation by reason of the failure of the Owner to comply with or otherwise enforce any of the provisions of this Agreement.

24. Construction. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CSG:

Construction Solutions Group, LLC

By: _____
Name:
Its:
Duly Authorized
Date: _____

OWNER:

City of Torrington

By: _____
Name:
Its:
Duly Authorized
Date: _____

Torrington Board of Education

By: _____
Name:
Its:
Duly Authorized
Date: _____

- Exhibit A Owner's Representative Services
- Exhibit B Hourly Rates
- Exhibit C CSG Insurance Requirements

Exhibit A**OWNER'S REPRESENTATIVE SERVICES**

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

I. Design and Preconstruction for Phase One and Phase Two**A. Design:****1. Schematic Design**

- a. Review documents and models prepared by the Architect to describe the size and scope of the Project, including architectural, structural, mechanical and electrical systems, and security systems, and other elements as necessary to inform the community about the Project.
- b. CSG shall further develop the conceptual estimate with the independent third-party professional estimator and shall reconcile this estimate with the Architect's estimate in an effort to formulate a true budget amount to allow the Owner to agree to and finalize the budget then forward to the Owner for referendum approval. The budget estimate will be inclusive of all work associated with the Project including "soft" and "hard" construction costs, site development costs, bonds, insurances and contingency accounts.
- c. Meet with Owner representatives, City residents, news and social media, governing boards and commissions, and others as necessary to obtain funding approval and update residents on Project progress. This shall include public information materials to be distributed to all residents of Torrington.

2. Design Development

- a. Attend bi-weekly and special meetings between Building Committee and the Architect to assist in development of the design for the Project. Attend all pre-construction meetings.
- b. Further develop Owner's contingencies for inclusion in Project detailed estimate.

B. Preconstruction**1. Bidding**

- a. Attend pre-bid meetings to represent the Owner.
- b. Review CM's Bidding format, procedures and criteria proposed by the CM to be utilized in the bid process.
- c. Review bid packages prepared by Architect/CM.

2. Pre-construction Services

- a. Assist Building Committee/City Officials in negotiating Guaranteed Maximum Price with CM.
- b. Review and make recommendations to the Building Committee regarding detailed Guaranteed Maximum Price proposal prepared by CM inclusive of all costs associated with the construction of the Project and contingencies.
- c. Attend all Pre-construction meetings.

- d. With the Architect, attend and represent the Owner in front of all required regulatory permitting agencies and meetings on the Project. Coordinate local agency approval process (e.g. Planning & Zoning and Wetlands Commission).
- e. Review the CM/Architect detailed project phasing, construction scheduling and construction requirements.
- f. Review CM Quality Control and Safety Programs.
- g. Review bonding format, procedures and criteria with CM.
- h. Review Insurance Certificates.
- i. Review Project Master Schedule with Architect and CM

II. Construction Phase- (to be performed for each of Phase One and Phase Two)

- a. Provide administration of the construction for the Project. Serve as the advisor to the Owner during this phase. CSG's designated representative shall attend all Building Committee regularly scheduled meetings as required.
- b. Provide on-site full time representation of the Owner for the Project whenever construction activity is on-going including second shifts and weekends, if applicable. Duties of CSG will include, but not be limited to, the following:
 - (a) Attend all on-site meetings throughout the Project. Attend special job meetings as required. These may be scheduled in conjunction with regular job site meetings. Review CM's job meeting minutes for accuracy.
 - (b) Keep records on the Project to include daily reports tracking CM and Subcontractor on-site work crews including number of workers and hours worked, work completed that day, correspondence, reports of the job meetings, shop drawings, sample submissions, change orders, additional drawing clarifications, interpretations of the contract documents, progress reports and other project related documents and other pertinent information.
 - (c) Throughout construction, verify work in progress and work not commenced.
 - (d) Coordinate with the CM in the administration of the inspection and testing of materials as tested on the job site. Witness on-site third party tests and record in testing log.
 - (e) Ensure materials delivered to site are in compliance with approved submittals and no substitutions have been made without written approval by the Architect.
 - (f) Keep a log of construction deficiencies. Log to include type of deficiency, date deficiency was discovered and contractor notified contractor plan of action to correct deficiency, date of planned correction, and date of actual completion of work to correct deficiency.
 - (g) Make final reviews and reports on the acceptability of completed work.
 - (h) Be present at all inspections by local and state Building Officials and Fire Marshals. Note inspections and results of inspections in separate log.
- c. Participate in remediation of conflict resolution should conflict arise between or among some or all of the Architect, CM and the Owner.
- d. For the testing of materials and inspection services relating to independent inspection and testing agencies administrated by the CM, CSG shall;
 - (a) Evaluate compliance by testing and inspection agencies with the required scope, standards, procedures and frequency
 - (b) Review inspection and test reports and notify Owner and CM of observed deficiencies in the work.
- e. Review all Change Order requests for necessity, accuracy and cost. Provide remedies for errors and omissions.

- f. Along with the Architect, conduct inspections as necessary to determine progress and completion of work.
- g. Coordinate with the CM in maintaining an updated list of all contractors, subcontractors and major suppliers of materials and equipment. The list shall include the company name, address, telephone number, FAX number, email address and a contact person's name and address.
- h. Advise the Building Committee upon any special construction problems that may arise in carrying out the work.
- i. Advise and update the BOE Finance Department regarding cash flow forecasts.
- j. Throughout construction, verify work in progress and work not commenced.
- k. Make final reviews and reports on the acceptability of completed work.
- l. Oversee Commissioning Agent services. Commissioning Agent to be selected by the Owner. Coordinate with CM and Architect to resolve identified deficiencies.
- m. Advise the Owner in determining the final acceptance and completion of the work, and confirm that all documents, warranties, manuals, bonds, as-built drawings, etc. have been turned over to the Owner.
- n. Coordinate with the Architect and CM in preparing a punch list prior to "substantial completion" (of each of Phase One and Phase Two if separate substantial completion dates are established) and follow up with the CM on completion of same.
- o. Inspection(s) with the Architect upon notice by the CM that the Work for each of Phase One and Phase Two is ready for final inspection and acceptance.

III. Post Construction Phase

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

In addition to the foregoing, the Services shall also include the following and CSG shall:

Work closely with and facilitate communications between and among the Building Committee, the Architect, the CM, the City, the Torrington Board of Education (BOE), the Connecticut Department

of Administrative Services (DAS) and its Office of School Construction Grants and Review (OSCGR), their respective officials, employees and representatives, and the Torrington community at large in connection with the Project including, without limitation, planning, project development, design, project management, estimating, construction, commissioning and close-out.

Assist with the completion of and review and provide input on development and submission of the required City and State filings and permit applications (with associated back-up), including the DAS school construction grant and reimbursement application and management process.

Work closely with the DAS, the OSCGR, members of the Building Committee, and all appropriate City and BOE staff on all aspects of the Project, including the grant application process, reimbursement applications and management process.

Make required presentations to all appropriate City bodies (including but not limited to the Building Committee, the BOE, the City Council, the Planning and Zoning Commission, the Inland Wetlands Commission, and others) in conjunction with the Architect and the CM, where appropriate.

Review and oversee critical path schedules for design and construction of the Project.

Review and oversee project budgets, schedules and cash flow projections.

Oversee and coordinate detailed Project cost estimating and any required reconciliation between estimates and budgets. Identify cost control and value management options to keep the Project within budget and ensure compliance with City and BOE approvals, DAS reimbursement requirements and Project specifications.

Provide oversight for efficient and comprehensive communications and tracking of critical project elements, for example, requests for information, procurement of subcontractors by CM, change orders, submittals, addendums, tracking of shop drawings and safety manuals, long lead items, meeting minutes, schedules, insurance certificates, guaranteed maximum price development and negotiations, etc.

Assist in the monitoring and reporting on CM's and subcontractor compliance with all local, state and federal requirements including, without limitation the requirements of the DAS in connection with the grant funding for the Project.

Develop and implement a system for review and processing of change orders, including submission to and obtaining approval from the appropriate State and City officials.

Attend (and, where required, represent the City, the BOE and Building Committee at) all Project meetings including job meetings, Building Committee meetings and any other meetings as required by the Owner. Prepare and keep minutes of such meetings as requested by the Owner.

Develop and implement a procedure for review, approval and processing of CM and Architect's requests for payment.

Assist the City, the Building Committee, and the BOE to resolve any issues that arise during the Project design and construction.

Prepare and maintain a system for reporting to the DAS/OSCGR, including all grant management duties such as reimbursement requests and the project audit process.

Turnover to the City of all required Project documents, materials, warranties, and permits.

Coordinate the completion and construction phase closeout of the Project (and each of Phase One and Phase Two) including but not limited to: ensuring all appropriate documents are submitted, warranty issue oversight, owner implementation changes and/or additions to the Project.

Review Certified Payrolls for completeness and compliance with the law including maintenance of the records in compliance with the law.

Provide Value Management/Engineering oversight.

Assist with State of Connecticut High Performing Building Certification Process.

Provide documentation management services (for example, warranties, as-built, manuals, etc.).

Coordinate schedules and deliveries and review payment requisitions and invoices. Work with the City and/or BOE Finance Department regarding compliance with local and State purchasing and procurement requirements.

Provide oversight of safety measures and protocols for the Project and notify the Owner of unsafe practices in the field.

Monitor work being performed in the field and report status of the Work to Owner and the Architect.

Exhibit B

HOURLY RATES

Project Executive:	\$211.00 per hour
Project Manager:	\$158.00 per hour
On-Site Construction Representative:	\$150.00 per hour

Exhibit C

CSG'S INSURANCE REQUIREMENTS

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

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

- (a) At a minimum, the following limits and coverages:
 - (i) \$1,000,000 each occurrence;
 - (ii) \$1,000,000 personal and advertising injury;
 - (iii) \$2,000,000 general aggregate; and
 - (iv) \$2,000,000 products-completed operations aggregate.
- (b) Coverage for ongoing operations, premises, independent contractors, and any persons or entities performing work on behalf of CSG;
- (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equal to the greater of (i) the statute of repose for the State of Connecticut; and (ii) six (6) years after final completion of the Project;
- (d) A form CG 25 03 endorsement (or equivalent endorsement acceptable to Owner, in its sole and absolute discretion) stating that "limits apply per project";
- (e) Contractual liability coverage to the same or greater extent as covered under ISO commercial general liability coverage form CG 00 01 10 04;
- (f) A severability or separation of insureds clause; and
- (g) Waiver of Subrogation endorsement in favor of Owner.

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

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

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

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

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

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

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

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

(b) Coverage B (Employer's Liability)

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

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

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

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

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

(e) Contain endorsements that provide for Voluntary Compensation.

5. Professional Liability Insurance – At a minimum the following limits and coverages:

i. \$1,000,000 per occurrence

ii. \$1,000,000 in the aggregate

iii. The policy shall provide for an extended reporting period of no less than 36 months from the later of the completion or termination of this Agreement.

6. Additional Insured endorsements by way of form CG 20 10 10 01 and form CG 20 37 10 01, or equivalent endorsements acceptable to Owner, in its sole and absolute discretion, naming the City of Torrington, the Torrington Board of Education, the Torrington Building

Committee for the new Middle/High School and Central Office Administration Project, and the State of Connecticut as additional insureds with respect to the Commercial General Liability, Commercial Automobile Liability and Umbrella (Excess) Liability insurance policies set forth herein.

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