

BOLTON BOARD OF EDUCATION

Bolton, Connecticut

**Request for Qualifications
and
Request for Proposals**

For

HVAC Inspection and Evaluation Services

For

Bolton Public Schools

Date of Issuance: March 13, 2024

District Contact:
John Butrymovich, Facilities Director
72 Brandy Street
Bolton CT. 06043
Phone: 860-539-5029
E-mail: jbutrymovich@boltonct.gov

BOLTON BOARD OF EDUCATION

REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

1. INTRODUCTION

The Bolton Board of Education (the “Board”) is requesting qualifications and proposals from qualified professionals to conduct HVAC Inspection and Evaluation Services (the “Services”) pursuant to C.G. S 10-220(d) as amended for the Bolton High School and Bolton Center School (the “Project”). This solicitation is both a Request for Qualifications (“RFQ”) and a Request for Proposals (“RFP”). This RFQ/RFP has been publicly advertised. Proposers are required to respond to both the RFQ and RFP in accordance with the requirements set forth below.

Please see Sections 4 and 5 of this document for very important details about the submission process and requirements.

2. SCOPE OF SERVICES

All Services must be provided with the highest level of professional skill, care, and judgment and in compliance with all federal, state, and local requirements.

The scope of Services for the Project is described in Exhibit B.

3. TIMING OF PROJECT

The Board anticipates that the selected contractor for the Project will be retained in the month of May 2024. Subject to the Board’s receipt of appropriate authorizations to proceed with the Project, the Board’s goal is to have the Project completed by **August 21, 2024**.

4. IMPORTANT DATES

- Issuance of RFQ/RFP **March 13, 2024**.
- Mandatory Pre-Submission Walk-through **March 20, 2024, at 10:00 AM** at Bolton Center School (Main entrance), 108 Notch Road, Bolton CT 06043
- Submission of Questions/Requests for Information: **March 27, 2024, at 10:00 AM**
- Response to Questions/Requests for Information **April 1, 2024, by 10:00 PM**
Deadline for Submission of Responses: 10:00 AM on April 17, 2024
- Interviews (by invitation only) **April 18 - 26, 2024**

5. PROCESS

5.1 Responses to the RFQ and RFP

Proposers must respond to both the RFQ and the RFP however such responses must be submitted in **separate sealed envelopes** clearly marked with the name of the Proposer and the words “**Response to RFQ for HVAC Inspection & Evaluation Services, Bolton Public Schools**” or “**Response to RFP for HVAC Inspection & Evaluation Services, Bolton Public Schools**”, as applicable.

The response to the RFQ must not contain any information pertaining to the fees or costs for the Project. Responses that are not submitted in this manner will be rejected.

Responses must be received no later than the submission deadline set forth above by 1:30 PM to John Butrymovich Facilities Director, at 72 Brandy Street, Bolton CT 06043. Each sealed envelope must include three (3) paper copies of the response. Responses must be delivered by U.S. mail or hand delivered. Facsimile (FAX) proposals will not be accepted by the Board under any circumstances.

5.2 Selection

Evaluation of responses to this RFQ/RFP and the selection of the Contract awardee will be the responsibility of the Board. The Board may reject any or all proposals for any reason as the Board deems appropriate.

The evaluation and selection process will take place in two stages.

First, the Board will review all responses to the RFQ and, based on those responses and the Qualification Criteria described below, the Board will identify all proposers which are determined by the Board to be responsible qualified proposers (the “Qualified Proposers”).

Second, the Board will open and review the responses to the RFP submitted by the Qualified Proposers. **Responses to the RFP submitted by proposers who are not Qualified Proposers will be returned unopened to the submitting proposers.** The Board will evaluate the responses to the RFP submitted by the Qualified Proposers and determine the “four most responsible qualified proposers” using the Qualification Criteria and the Proposal Criteria set forth below in Sections 6 and 7, respectively, giving due consideration of the Qualified Proposer's pricing for the Services as well as Qualified Proposer's (i) experience with work of similar size and scope as required for the Project, (ii) organizational and team structure for the Project, (iii) past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects, (iv) the approach to the work required for the Project, and (v) documented contract oversight capabilities. The Contract will be awarded to one of the “four most responsible qualified proposers” after consideration of all of the foregoing.

In its review of responses to this RFQ/RFP and selection of the Contract awardee, the Board will be guided by the selection of the Contract awardee that would best serve the interest of the Board. The Board reserves the right to negotiate with one or more of the “four most qualified proposers” and to accept modifications to the scope of services and fees proposed when such action would be in the best interest of the Board.

If determined to be warranted by the Board, the Board may conduct interviews of some or all of the Qualified Proposers to assist the Board in the selection process. Included in

the Board's request that a Qualified Proposer participate in an interview, the Board will provide the name(s) of the member(s) of the Board who will conduct the interview and the date by which the Qualified Proposer must submit an affidavit disclosing its relationship(s) with the interviewer(s) or confirming that it has no relationship(s) with the interviewer(s). The names of interviewers will be released solely to enable the Qualified Proposer to prepare the affidavit and neither the Qualified Proposer nor its representatives shall directly or indirectly contact the interviewer(s) prior to or following the interview process.

The submission of responses to this RFQ/ RFP constitutes a declaration by the submitting proposer that no person or persons other than members of proposer's own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no persons acting for or employed by the Board or the Town is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Board.

5.3 Form of Contract

The Board intends to use, and the Contract awardee will be expected to execute, a contract substantially similar to the form of contract attached hereto as Exhibit C (the "Contract"). If a proposer has objections to any of the terms and conditions of the Contract, such objections should be included in the proposer's response to this RFQ/RFP.

5.4 Board's Right to Withdraw/Reject

The Board reserves the rights to amend or terminate this RFQ/RFP, accept all or any part of a response, reject all responses, waive any informalities or non-material deficiencies in a response, and award the Contract to the proposer that, in the Board's judgment, will be in the Board's best interests.

6. REQUEST FOR QUALIFICATIONS

6.1 Qualification Criteria

The Board will identify those proposers that the Board deems to be Qualified Proposers based on the criteria below (the "Qualification Criteria"):

- 6.1.1 The proposer is a legal entity properly licensed or registered under the laws of the State of Connecticut to perform the services that are the subject of this solicitation and is otherwise authorized to do business in the State of Connecticut. The Services shall be performed by a certified testing, adjusting and balancing technician, an industrial hygienist certified by the American Board of Industrial Hygiene or the Board of Global EHS Credentialing, or a mechanical engineer.

- 6.1.2 The proposer has adequate experience in providing HVAC Inspection and Evaluation services, generally, and, in particular, has adequate experience in the past five years performing such Services of a similar size and scope as the Project.
- 6.1.3 The proposer is able to demonstrate an adequate level of performance on past projects, including, without limitation, adherence to project schedules and project budgets and the satisfaction of past owners with such performance.
- 6.1.4 The proposer's staff proposed to be assigned to the Project ("Project Team") has satisfactory qualifications and experience on past projects of similar size and scope as the Project.
- 6.1.5 The proposer is able to demonstrate that the members of the Project Team have performed satisfactorily on past projects to the satisfaction of the owners of such projects.
- 6.1.6 The proposer has an adequate degree of contract oversight capability and the organizational, team, and management structure proposed for the Project is satisfactory.
- 6.1.7 The number, context, and, where applicable, outcomes, of claims, disputes, arbitration, and litigation proceedings involving the proposer are acceptable.
- 6.1.8 The proposer's approach to the Project and degree of the proposer's demonstrated ability to develop and control project costs, quality, and schedule as well as the proposer's methods for doing so, is satisfactory.

6.2 Content of Response to RFQ

Each proposer will be evaluated using the above Qualification Criteria. To assist and expedite this evaluation, each proposer must provide the following information in the order listed below:

- 6.2.1 A Letter of Transmittal signed by a principal of the proposer, not to exceed two (2) pages, describing in narrative form the proposer and proposer's qualifications and why such proposer is the best professional for the Project.
- 6.2.2 Proposer Overview Information
 - The name and location of the proposer, including the office location that will be serving the Board.
 - A brief general description of proposer's business.
 - The number of years the proposer has been in business for the Services identified.
 - Is the proposer and entity that is a subsidiary of another entity? If so, what is the name of the parent entity?
 - The number of personnel employed by the proposer (please include the number of staff dedicated to providing the requested services).
 - The primary line of business of proposer.
- 6.2.3 Client Base: Provide specific reference information for three clients the proposer has served, relevant to the work proposed, to include:
 - Client name and location
 - Starting date of service
 - Contact name, title and telephone number

References must be relevant to service in the last forty-eight (48) months and shall include specific details on how the project represents a project of similar scope. Information on proposer's specific role in each project must be included.

- 6.2.4 Statement of Qualification to include, but not necessarily limited to, the following:
- Name and address of proposer.
 - Identify proposer's contact person for this project and provide a phone number, and e-mail address that the Board may use to issue further information.
- 6.2.5 Provide a list of proposer's Project Team Members, including any consultants.
- 6.2.6 List the staff proposed to work on the Project along with related responsibilities they will devote to the Project. Provide resumes of key personnel that would be assigned to the Project and a brief description of similar projects.
- 6.2.7 Indicate if any claims, disputes, arbitration or litigation proceedings have occurred on any of these projects. If so, identify if they were between Owner/Architect or Owner/Contractor and give the status of each.
- 6.2.8 List five (5) references, of similar projects as this Project providing for each:
- List of Project Team Members, consultants and staff involved.
 - Size (project cost and square feet) and location of project.
 - Provide contact name and telephone numbers for the Owner and Contractor (specific individuals).
- 6.2.9 List the last five (5) public school projects that proposer has completed. Demonstrate the Team's ability to perform HVAC Inspection and Evaluation Services and control project costs, quality and schedule.
- Indicate the proposed budget and schedule.
 - List the awarded contract amount.
 - Provide contact name and telephone numbers for the Owner of each project.
- 6.2.10 Additional information, not included above, that the proposer feels may be useful and applicable to this Project and helpful to the Board's evaluation. Please limit response to three (3) pages.
- 6.2.11 A fee schedule for services **should not be included** in the RFQ response.

7. REQUEST FOR PROPOSALS

7.1 Proposal Criteria

The Proposal Criteria includes the following:

- 7.1.1 The proposer's fee proposal Exhibit D.
- 7.1.2 The proposer's proposed schedule.
- 7.1.3 The level of financial stability of the proposer.
- 7.1.4 The level of the proposer's insurance coverage.
- 7.1.5 The degree of resources of the proposer that will help facilitate the Project.

7.2 Content of Response to RFP

Please provide the following information in the order listed below:

- 7.2.1 One lump sum fee proposal, Exhibit D.
- 7.2.2 Bank references and/or financial statements reflecting financial stability.
- 7.2.3 Evidence of proper insurance coverage.

7.2.4 Descriptions of other resources of the proposer that will help facilitate the Project.

7.2.5 Any objections to the terms and conditions of the Contract.

8. INSURANCE REQUIREMENTS

Prior to the execution of the contract for the Project, the Board will require the Contract awardee to provide to the Board, a certificate of insurance (Accord or other approved format) evidencing the following insurance coverage:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
- Professional Liability, in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate with a maximum deductible of \$50,000.
- Workers' Compensation as defined in the Connecticut General Statutes and Employer's Liability as follows:
 - (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

The liability insurance coverages shall be primary and noncontributory. The total liability limits may be accomplished with a combination of primary and excess coverage, if necessary.

The certificate of insurance shall reflect that the Board and the Town of Bolton are named as an additional insured as to the General Liability and Automobile Liability insurance. If requested by the Board, the Contract awardee shall provide a copy of the endorsements to such policies evidencing the required additional insured status. Any sub-consultant to a Contract awardee shall be likewise covered, and the Contract awardee shall furnish certificates of coverage acceptable to the Board before starting work.

It is understood that if actual insurance coverage purchased by the Contract awardee is greater than the required minimum limits, those actual limits are available to the Town and Board.

9. PROJECT FUNDING

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

10. ADDITIONAL INFORMATION

10.1 The Board prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in

accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991 and applicable state laws.

- 10.2 The Board reserves the sole and absolute right to reject the proposal of any proposer offering services which, in its opinion, does not meet the standard or quality established by this RFQ/RFP.
- 10.3 Proposals that are conditional or qualified shall be rejected.
- 10.4 If it becomes necessary to revise any part of this RFQ/RFP or if additional data is necessary to enable interpretation by proposers of provisions of this RFP/RFP, revisions or addenda will be posted on the Board's website.
- 10.5 Questions regarding this RFQ/RFP should be referred to John Butrymovich, Facilities Director jbutrymovich@boltonct.gov

A summary of all questions and answers will be posted on the Board's website https://www.boltonpublicschools.com/central_office/bids_and_rfp_information

11. BACKGROUND CHECKS

The Contractor shall comply with all applicable laws including, without limitation, Connecticut General Statutes Section 10-222c, as applicable.

To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a "Contractor Employee"), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each, a "Subcontractor Employee"), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families.

EXHIBIT A

LEGAL NOTICE – INVITATION TO BID Bolton Board of Education (Owner)

The Bolton Board of Education (the “Board”) is requesting qualifications and proposals from qualified professionals to conduct HVAC Inspection and Evaluation Services (the “Services”) pursuant to C.G. S 10-220(d) as amended, for the Bolton High School and Bolton Center School (the “Project”). Sealed bids for the Project must be received at the Central Office located at the Bolton Board of Education, 72 Brandy Street, Bolton, CT 06043. (Attention: John Butrymovich), no later than **10:00 AM on April 17, 2024**, after which time the qualifications will be publicly opened. Bid submissions must be delivered in hard copy by mail or hand delivery. **Faxed or emailed submissions will not be accepted.**

This Invitation to Bid and Instructions to Bidders, are available for viewing and downloading on the Board’s website https://www.boltonpublicschools.com/central_office/bids_and_r_f_p_information, CTSource website, and may be examined at the District Office located at the Bolton Board of Education, 72 Brandy Street, Bolton, CT 06043, Connecticut by contacting Amy Lundberg at 860-643-1569. In addition, this legal notice inviting sealed bids shall be published in a local newspaper.

A mandatory **pre-bid meeting** will be held at **Bolton Center School, 108 Notch Road, Bolton CT 06043 at 10:00 AM on March 20, 2024.**

The Board reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by Board, in its discretion, to be in the best interest of the Board. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Board, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids, in whole or in part.

EXHIBIT B

SCOPE OF SERVICES

The professional shall provide all necessary Services to complete the Project in accordance with C.G.S 10-220(d), as amended. For purposes of this Scope of Work, “heating, ventilation and air conditioning system” (“HVAC”) means the equipment, distribution network, controls and terminals that provide, either collectively or individually, heating, ventilation or air conditioning to a building.

The Services shall be performed by a certified testing, adjusting and balancing technician, an industrial hygienist certified by the American Board of Industrial Hygiene or the Board of Global EHS Credentialing, or a mechanical engineer.

The inspection and evaluation shall include at a minimum the following:

1. Testing for maximum filter efficiency,
2. physical measurements of outside air delivery rate,
3. verification of the appropriate condition and operation of ventilation components,
4. measurement of air distribution through all system inlets and outlets,
5. verification of unit operation and that required maintenance has been performed in accordance with the most recent indoor ventilation standards promulgated by the American Society of Heating, Refrigerating and Air-Conditioning Engineers,
6. document any malfunctions or deficiencies,
7. verification of control sequences,
8. verification of carbon dioxide sensors and acceptable carbon dioxide concentrations indoors,
9. collection of field data for the installation of mechanical ventilation if none exist
10. provide a suggested replacement schedule for each unit,
11. measure and test each air handler’s total including its percentage of fresh air
12. have a design professional create a spreadsheet of each space that requires testing, identifying which system serves each space and record and documents of air flow in each area, and
13. for those systems with Automated Building Management feedback, document the computer reading compared to the actual readings in the space.

The ventilation system inspection and evaluation shall identify to what extent each school's current ventilation system components, including any existing central or non-central mechanical ventilation system, are operating in such a manner as to provide appropriate ventilation to the school building in accordance with most recent indoor ventilation standards promulgated by the American Society of Heating, Refrigerating and Air Conditioning Engineers.

The inspection and evaluation shall result in a written report, and such report shall include any corrective actions necessary to be performed to the mechanical ventilation system or the heating,

ventilation and air conditioning infrastructure, including installation of filters meeting the most optimal level of filtration available for a given heating, ventilation and air conditioning system, installation of carbon dioxide sensors and additional maintenance, repairs, upgrades or replacement.

Work is to be performed when the building is not occupied with students or children and will be conducted when school is not in session. Working hours will be Monday through Friday, 7:00 AM to 5:00 PM and/or when school is not in session. The anticipated start date is June 17, 2024, with a Project completion date of August 21, 2024.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACT

OWNER: BOLTON BOARD OF EDUCATION (“Owner”)
72 Brandy Street
Bolton, CT 06043

OWNER’S

REPRESENTATIVE: John Butrymovich
Facilities Director
Tel. No. 860-539-5029
Email: jbutrymovich@boltonct.gov

CONTRACTOR: _____ (the “Contractor”)

_____, Connecticut _____

CONTRACTOR’S

REPRESENTATIVE: _____

_____, Connecticut _____
Tel. No. _____
Email: _____

PROJECT: HVAC Inspection and & Evaluation for Bolton Public Schools (“Project”)

LOCATION: 108 Notch Road & 72 Brandy Street, Bolton, CT 06043 (the “Property”)

I. The Project and the Services

The project shall consist of HVAC Inspection and & Evaluation for Bolton Public Schools (the “Project”) located on the Property.

The term “Services” means the inspection and evaluations services required by, reasonably inferable from and as necessary to produce the results intended by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations and to complete the Project.

II. Contract Documents

The Contract Documents shall include this Contract and all of the documents enumerated below:

- A. RFP issued March 13, 2024.

B. Scope of Services: Set forth in Exhibit A hereto.

C. Insurance Requirements: Set forth on Exhibit B hereto.

The terms and conditions of the Contract Documents shall include all of the terms and conditions agreed to by the Contractor and the Owner regarding the Services for the Project on the Property. The terms of this Contract shall prevail over any conflicting provision in the other Contract Documents. If the Contractor.

III. Standard of Care and Safety

The Contractor shall perform the Services (as defined and described on Exhibit A hereto and referred to collectively as, the “Services”) in accordance with this Agreement, all applicable law, and the “prevailing applicable professional or industry standards”. For the purposes of this Agreement, performance in accordance with the “prevailing applicable professional or industry standards” shall mean and refer to the performance of services (i) by a person or persons having the degree of knowledge, skill, and judgment ordinarily possessed by members of the profession, (ii) with the faithfulness, diligence and in the manner as would be undertaken by a reasonable prudent member of the profession under the same or similar circumstances in the same or similar location.

IV. TIME OF PERFORMANCE

The Services shall commence at the close of the 2023-2024 school year on June 17, 2024 and shall be completed by August 21, 2024.

III. COMPENSATION AND PAYMENT

For the performance of the Services in accordance with the requirements of this Agreement, the Owner shall pay to the Contractor the lump sum payment of \$ _____ Dollars (\$ _____).

The Owner shall adhere to the following payment schedule, unless otherwise mutually agreed:

1. Monthly payments as invoiced by the Contractor based on the Services performed in the prior month.
2. Final Payment shall be invoiced when all Services are completed in accordance with this Agreement.

The Contractor’s invoices will contain a summary of services performed and associated charges and such other supporting documentation as may be reasonably required by the Owner. If the Owner takes exception to any part of an invoice, the Owner will notify the Contractor in writing within fifteen (15) calendar days. The Contractor will submit invoices to:

Bolton Board of Education
72 Brandy Street
Bolton, CT 06043
ATT: Accounts Payable

The Owner agrees to make payment of amounts due and owing to the Contractor under each properly submitted invoice within thirty (30) days after receipt of such invoice.

IV. COMPLIANCE WITH LAWS

The Contractor shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the Services performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted, in whole or part, without the prior written consent of the Owner. Approval by the Owner of any subcontractor/subconsultant shall not relieve the Contractor of any liability or responsibility for the proper performance of the services under this Agreement.

VI. INSPECTIONS

All Services performed by the Contractor shall be subject to the approval by the Owner but such approval shall not relieve the Contractor of responsibility for the proper performance of such Services. The Owner shall provide access to the site as necessary for the Contractor to perform its obligations under this Agreement.

VII. TERMINATION BY OWNER

- a) The Owner shall have the right at any time to terminate this Agreement in whole, or in part, with or without cause, and for any or no reason, by written notice to the Contractor. Upon receipt of this notice, the Contractor shall immediately discontinue performance, will not place any further orders, and will promptly cancel all orders unless otherwise instructed by the Owner in the notice of termination.
- b) In the event of termination without cause (for convenience), the Owner shall pay the Contractor amounts payable hereunder for all services performed by the Contractor or its representatives in accordance with this Agreement prior to the effective date of termination. In no event shall the Owner be obligated to pay more than the compensation set forth in this Agreement less any previously paid amounts.

VIII. TERMINATION BY THE CONTRACTOR

- a) Should the Owner materially breach any substantive provisions of this Agreement, the Contractor shall have the right to terminate this Agreement upon written notice to the Owner and an opportunity to cure such breach. Provided the Owner fails to cure the breach within ten (10) days after receipt of such notice, the termination will take effect and the Contractor shall have the right to exercise its remedies provided by law or under this Agreement.

IX. INDEMNIFICATION AND INSURANCE

- a) The Contractor shall indemnify and hold the Owner, its officers, directors, committee members, employees, agents and representatives harmless from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor, its consultants, and/or their respective employees, agents, or representatives in connection with the services under this Agreement.
- b) The Contractor shall maintain the insurance and name the Owner as an additional insured as required in Exhibit C hereto.

X. EXAMINATION OF RECORDS

The Contractor agrees that the Owner will have access to and the right to examine any books, documents, papers and records of any and all the transactions relating to this Agreement.

XI. DISPUTES

Claims, disputes and other matters in question arising out of or relating to this Contract, shall be submitted to mediation to be conducted in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”) then in effect as a condition precedent to binding dispute resolution. Pending final resolution of a claim, the Contractor shall proceed diligently with the performance of its obligations under the Contract Documents and the Owner shall continue to make payments in accordance with the Contract Documents.

For any claim, subject to, but not resolved by, mediation, the method of binding dispute resolution shall be:

_____ **Litigation** in a court of competent jurisdiction.

_____ **Arbitration** which, unless the parties mutually agree otherwise, shall be administered in accordance with the AAA Rules. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XII. OWNERSHIP and COPYRIGHT OF DOCUMENTS

All data, reports, drawings, specifications, record drawings, plans, models, and other materials and work product prepared or furnished by or on behalf of the Contractor in connection with this Agreement, whether in printed or electronic format (collectively, the “Documents”) are the property of the Contractor. The Contractor hereby grants to the Owner a license to use the Documents for purposes of the Project and the future repair, maintenance and replacement thereof (each, an “Authorized Use”). The Owner shall not use the Documents except for an Authorized Use

without the specific written authorization of the Contractor. The Contractor shall have no liability for any claim, liability or cost arising out of any unauthorized reuse or modification of the Documents without the written authorization of the Contractor.

XIII. CHANGES TO THIS AGREEMENT AND ADDITIONAL SERVICES

Any changes to this Agreement, including modification of the scope of Services shall be in writing and signed by both parties. The Contractor shall advise the Owner in writing of conditions that, in the Contractor's professional opinion, justify changes in this Agreement, specifically changes that may result in the need to perform Additional Services or result in changes in the Project schedule. The Contractor shall not perform any services it believes to be Additional Services without prior notification to and the consent of the Owner in each case.

XIII. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions thereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

XIV. BACKGROUND CHECKS

Contractor shall comply with all applicable laws including, without limitation, Connecticut General Statutes §10-222c, as applicable. The scope of the Services does not, and will not under any circumstances, require any contact with students. The Contractor, subcontractors of all tiers, suppliers, and their respective employees, agents and representatives are hereby prohibited from making any verbal, physical, telephonic or electronic contact or other contact of any kind with any student or any other minor person on school property including, without limitation, the Project site, whether inside or outside of any school facility. The Contractor shall immediately remove any individual performing Services on the Project from school property and from the Project if it becomes known to the Contractor that such person may be a danger to the health or safety of the school community or its students, or at the request of the Owner, in its sole discretion. The Contractor shall include, and shall require its subcontractors to include, this Section IV in all subcontracts for the Project.

XV. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties herein under, shall be interpreted in accordance with and governed by the laws of the State of Connecticut.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

[Signatures on following page]

Contractor:

Date: _____

Owner:

Bolton Board of Education

Superintendent

Date: _____

EXHIBIT D

FEE PROPOSAL FOR PROFESSIONAL SERVICES

To: Bolton Board of Education (“BOE”)
72 Brandy Street
Bolton, CT 06043
ATT: John Butrymovich, Facilities Director

From: _____ (“Proposing Firm”)
Address: _____
Email Address: _____
Tel. No. _____

Project: HVAC Inspection and & Evaluation (“Project”)
Bolton Public Schools
108 Notch Road & 72 Brandy Street
Bolton, CT 06043

The Proposing Firm hereby proposes and agrees to provide the services described in the Request for Qualifications issued by the BOE for the Project on March 15, 2024, for the following sum of money:

Lump Sum Fee for Basic Services (including compensation for the Proposing Firm and its subconsultants, if applicable):
_____ and 00/100 Dollars (\$_____)

All expenses incurred by the Proposing Firm (and its subconsultants, if applicable) in providing the Basic Services shall be included in the Lump Sum Fee. The Board will not reimburse the successful proposer for any such expenses.

The Board is exempt from all Federal and State excise, transportation, and sales taxes.

Under penalty of perjury, the undersigned declares that no person or persons other than members of Proposing Firm’s own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Board is directly or indirectly interested therein, or in the services or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Board and the Town of Bolton.

Signed by:

Title: _____

Date: _____
SG-21006174v1