



HVAC Upgrades at Juliet W. Long Elementary School

Town of Ledyard

Request for Qualifications/Proposal for Professional Services

Commissioning Agent

RFQ/P Issue Date: October 8, 2025

Sealed proposals are Due no later than October 29, 2025, by 2:00 p.m.

A total of nine (9) original copies and one digital copy (thumb drive) of each Commissioning Agents proposal must be received at the following location on or before 2:00 p.m. October 29, 2025, in accordance with the process identified in Section 5.

Response shall be submitted to:

Mr. Matthew Bonin
Finance Director
Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, CT 06339

Questions regarding this request for proposals should be directed to Mr. Matthew Bonin, Finance Director, Town of Ledyard, Email; finance.director@ledyardct.org , and Mr. Charles Warrington, Director of Project Management, of Colliers Project Leaders. Email: Charles.warrington@collierseng.com must be submitted by Tuesday, October 21, 2025 by 2:00 p.m. If required, an addendum will be posted by Wednesday, October 22, 2025 by 2:00 p.m.

Any addenda will be posted by The Town of Ledyard on the Town's and DAS web site. All firms are responsible to check the websites where the RFQ/P has been posted and are required to download all addenda.

1. PROJECT DESCRIPTION

1.1 Introduction

The Town of Ledyard, Connecticut ("Town") invite qualified firms and individuals to provide comprehensive Qualifications and Proposals for comprehensive commissioning services associated with the construction phase of the HVAC systems upgrades at Juliet W. Long Elementary School located at 1854 Route 12, Gales Ferry, CT 06335, (the "Project"). The

Permanent Municipal Building Committee (PMBC), appointed by the Town Council, will be overseeing this Project. The work shall be performed in cooperation with the Town, the project designer, Friar Associates, the Owner's Project Manager, Colliers Project Leaders, and the contractors, Nutmeg Companies, Inc.

This solicitation is a combined Request for Qualifications ("RFQ") and a Request for Proposals ("RFP") for the Commissioning Agent (CxA) Services necessary for the Project. This RFQ/P has been publicly advertised. Proposers are required to respond to both the RFQ and RFP sections in accordance with the requirements set forth below.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFQ/P. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFQ/P, except as set forth in Section 4. A proposer's failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these standard instructions to proposers and any other documents comprising this RFQ/P, these standard instructions to proposers shall prevail.

2. PROJECT BACKGROUND

2.1 Basic Project Description

The Project details include an extensive HVAC upgrade to the existing Juliet W. Long Elementary School that is approximately 37,500 square feet. The work consists of installing new DOAs (Dedicated Outside Air Units), RTUs (Roof top Units), VRF Condensing Units and Heat Pumps in each of the classrooms. The existing boilers and hot water pumps will remain.

Distribution ductwork from the DOAs will be located on the roof with roof penetrations to ductwork that serves the classrooms. A new building automation system will be installed as part of the project as well. For security purposes, contract documents will be provided to principal firms only upon request. Such requests shall be submitted to Charles Warrington at Charles.warrington@collierseng.com.

2.2 Project Schedule

Construction commenced in June 2025 with an anticipated completion in Summer 2026. See enclosed schedule dated July 16, 2025. Start-up of the VRF, DOA and RTUs are scheduled during April break 2026 (April 13th through April 17th). Final testing, air balancing and final commissioning will occur after school recesses for the summer.

3. SCOPE OF SERVICES

3.1 Professional Services

The CxA services must be provided with the highest level of professional skill, care, and judgment and in compliance with all federal, state, and local requirements. Because the Project is partially funded by the State of Connecticut, the selected CxA is to meet the requirements and conditions imposed by the state.

The Scope of Services ("Services") for the Project is described in Attachment A.

4. RFQ/P TIMELINE

4.1. Request for Proposals Issued	October 8, 2025
4.2. Non-Mandatory Site Visit	October 15, 2025, 3:30 p.m.
4.3. Questions Due Date	October 21, 2025, by 2:00pm
4.4. Addendum Posted	October 22, 2025
4.5. Proposal Due Date	October 29, 2025, by 2:00pm
4.6. Estimated CxA interviews (if applicable)	November 13, 2025
4.7. Estimated Award Date	November 18, 2025

5. PROCESS

5.1 Responses to the RFQ and RFP

Proposers must respond to both the RFQ and 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 - Juliet W. Long HVAC Upgrades – CxA**” and “**Response to RFP, Juliet W. Long HVAC Upgrades – CxA**”, 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 2:00p.m. to Mr. Matthew Bonin, Finance Director, Town of Ledyard, 741 Colonel Ledyard Highway, Ledyard, CT 06339. Bids will be opened at the Ledyard Town Hall Annex (behind the town hall).

Responses must be submitted in hard copy. Facsimile (FAX) or emailed proposals will not be accepted by the Town under any circumstances.

5.2 Evaluation and Selection

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

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

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

Second, the PMBC 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 PMBC 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 PMBC will be guided by the selection of the Contract awardee that would best serve the interest of the PROJECT. The PMBC 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 Town but only to the extent that such actions would not constitute a failure to comply with any applicable state statutes.

If determined to be warranted by the PMBC, the PMBC may conduct interviews of some or all of the Qualified Proposers to assist the PMBC in the selection process. Included in the PMBC's request that a Qualified Proposer participate in an interview, the PMBC will provide the name(s) of the member(s) of the PMBC 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 BOE 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 Town.

5.3 *Evaluation Criteria*

Firms meeting the desired qualification set forth above and complying with the requirements of this RFP will be evaluated based on the following evaluation criteria:

CRITERIA	POINTS
Relevant Project Experience	30
Project Team Qualifications	30
Project Approach	25
Fee Proposal	15
Total Possible Points	100

5.4 *Form of Contract*

The Town intends to use, and the Contract awardee will be expected to execute, a contract that is in form acceptable to the Town.

5.5 *Town's Right to Withdraw/Reject*

The Town 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 Town's judgment, will be in the Town's best interests.

6. REQUESTS FOR QUALIFICATIONS

6.1 *Qualification Criteria*

The Town will identify those proposers that the Town deems to be Qualified Proposers based on the criteria below (the “Qualification Criteria”)

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.
2. The proposer has adequate experience in providing the Services, generally, and, in particular, has adequate experience in the past five years performing such Services, including on projects that conform to the Connecticut High Performance Building Standards.
3. The proposer has acted as the principal CxA for at least five projects of comparable size, type and scope.
4. The proposer has extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems, and 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
5. The proposer has adequate experience dealing with the Connecticut Department of Administrative Services' (DAS) and Department of Education's (DOE) reimbursement process and with the preparation of the related documentation that must be filed to secure state reimbursement.
6. The proposer has extensive field experience, with a minimum of five full years in this type of work.
7. The proposer is knowledgeable in building operation and maintenance ("O&M") and O&M training.
8. The proposer is knowledgeable in the testing and balancing of both air and water systems.
9. The proposer has experience in energy-efficient systems and control strategy optimization.
10. The proposer has demonstrated experience with total building commissioning approach.
11. The proposer has excellent verbal and written communication skills and is highly organized and able to work with both management and trade contractors.
12. The proposer has experience in writing commissioning specifications.
13. It is preferred that the proposer has at least a project manager or project engineer, who will be assigned to this Project, who have a bachelor's degree in mechanical or electrical engineering and a P.E. license. However, other technical training, past commissioning, and field experience will be considered as a substitute.
14. It is preferred that the proposer has membership and certification as a Certified Commissioning Professional with the Building Commissioning Association, or equal, but it is not required.
15. 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 of this Project and can demonstrate that they have performed satisfactorily on past projects to the satisfaction of the owners.
16. The number, context, and, where applicable, outcomes ,of claims, disputes, arbitration, and litigation proceedings involving the proposer are acceptable.
17. The required expertise for this Project will be based on the skill and experience set of the full team making the proposal. A member of the prime firm will be the Project Manager who is the member of the team that will coordinate the commissioning activities from the technical perspective. This party may not necessarily be the team's overall project or contract manager. The commissioning agent must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the commissioning agent or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. Subcontractor qualifications shall be included and clearly designated in the response to this scope of work.

Submission Requirements

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:

1. Executive Summary

- Please provide a narrative history of your firm and its relevant commissioning experience, including why such proposer is the best professional for these Services. In this Executive Summary, provide a brief general description of proposer's business, the number of years in business, the number of personnel employed, and whether the proposer is a subsidiary of another entity, providing the name of that other entity.

2. Relevant Project Experience

- Reference a minimum of five relevant commissioning projects of similar type and scale to this scope. Include project name; location; brief description; and total square footage' a list of systems commissioned; whether completed on time and on budget, and if not, why; and a client reference.

3. Proposed Project Team

- Provide an organization chart and resumes for all key personnel. For each of the key personnel provide a resume that provide the following information:
 - Relevant background, credentials and experience with specific projects of comparable nature and scope.
- Clearly defined roles and responsibilities as well as estimated time commitment to this Project.

4. Project Approach

- Include your project understanding, approach and methodology, and key elements and factors which differentiate your firm from your competition.

5. Claims and Disputes

- Indicate whether any claims, disputes, arbitration or litigation proceedings have occurred on any of your projects within the last five years. If so, identify the opposing parties and give the status of each.

7. REQUESTS FOR PROPOSALS

7.1 Proposal Criteria

The Proposal Criteria includes the following:

1. The proposer's fee proposals – submit Attachments B & C.
2. The proposer's proposed schedule
3. The level of financial stability of the proposer.
4. The level of the proposer's insurance coverage demonstrating it meets the town insurance requirements.
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:

1. A fee proposal in accordance with Attachment B.
2. The hourly rates with Attachment C.

8. RIGHT OF REJECTION AND CLARIFICATION

The Town reserves the right to reject any and all proposals and to request clarification of information. The Town is not required to accept the lowest fee proposal nor is it obligated to enter into an agreement on the basis of any proposal submitted in response to this document.

9. 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:

The minimum insurance requirements for the Project are described in Attachment D.

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 Ledyard 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.

10. ADDITIONAL INFORMATION

10.1 The Town prohibits the harassment and discrimination on the basis of race, color, religious creed, age, marital 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 PMBC will be governed by the applicable Connecticut General Statutes governing State assistance.

10.3 The PMBC reserves the sole and absolute right to reject the proposal of any proper services which, in its opinion, does not meet the standard or quality established by this RFQ/RFP.

10.4 *Proposal that are conditional or qualified shall be rejected.*

If it becomes necessary to revise any part of this RFQ/RFP or if additional data is necessary to enable interpretation by purposes of provisions of this RFQ/RFP, revisions or addenda will be posted on the Town's website and the State Contracting Portal.

11. INDEPENDENT CONTRACTOR

The commissioning agent shall be and operate as an independent contractor in the performance of the commissioning services. The commissioning agent shall have complete charge of the personnel proposed as part of its team, and all persons employed by the commissioning agent shall be employees of said commissioning agent and not employees of The Town in any respect.

12. COMPLIANCE WITH LAWS

The commissioning agent shall comply with all applicable laws, bylaws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the contract.

13. SUB-CONTRACTORS

The selected CxA shall not subcontract any of its Work or Services to be performed to others without the express prior written consent of the Town.

14. NONDISCLOSURE

The commissioning agent agrees that it will not divulge to third parties, without the written consent of the Owner, any information obtained from or through the Owner, Architect or others in connection with the Project, except to the extent necessary to carry out the comply with this RFP.

15. SUBMISSION DEADLINE

A total of nine (9) original copies and **one digital copy** (thumb drive) should be sent to the address below and received by 2:00pm on October 29, 2025.

Response shall be submitted to:

Mr. Matthew Bonin
Finance Director
Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, CT 06339

ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Fee Proposal - Fee Breakdown Form – Elementary School Project

Attachment C - Hourly rate for additional services

Attachment D – Insurance Requirements

Attachment E – Macro Schedule

Attachment F – Re-Bid Documents for Juliet W. Long Elementary School HVAC Replacement dated 2/17/2024. *Note: Re-bid was in 2025.* (Upon request from principal firms only)

Attachment A – Scope of Services

The Commissioning Agent (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 Owner's Representative along with the Town of Ledyard, the design team, and the contractor according to a project schedule set by CxA and agreed upon by Owner, Contractor and Colliers. It is extremely important that all commissioning tasks be conducted in a transparent manner and involve the building engineer and operations staff to the greatest degree possible.

The management structure is traditional design/bid/build with full design documents and specifications developed by an architectural/engineering firm. The owner's primary construction representative on-site will be provided by the separately contracted services of a general contractor and owner's representative. The commissioning agent will be hired by and report directly to the Owner.

Commissioning Agent Responsibilities by Phase

Commissioning is required as one quality measure of the construction of this building in order to assure that the final building meets the original intent of the Owner's design. The proposer is free to suggest changes and improvements to this process. Following is a summary of the commissioning process and scope of work the Owner requests for this project.

A. Commissioning Process During the Construction Phase

During the construction phase, the CxA will coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently update timeline, schedules, and technical expertise. The commissioning process activities accomplished by the CxA during the construction phase include:

1. Review of bid documents including addenda thereto.
2. Develop construction phase commissioning plan and integrate with overall schedule. Organize the commissioning process components and conduct a commissioning kick-off meeting where the commissioning process requirements are reviewed with the commissioning team including the Owner, contractor and design team.
3. Review approved submittals.
4. Coordinate and lead an integrated controls meeting.
5. With necessary assistance and review from the installing contractors, develop and write construction checklists. Submit to Contractor and Owner for approval.
6. Perform monthly site visits, as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the owner's design intent and

the quality process. Coordinate field visits to attend planning and job-site meetings during the same visit to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the Owner's design intent. Assist in resolving any discrepancies. Document construction checklist completion by reviewing completed construction checklists and by selected site observation. Sampling Rate per Table 1 provided at the end of this section.

7. Verification: Perform checks and tests to confirm that all components, equipment, systems, and interfaces between systems operate in accordance with the contract documents. This shall include all operating modes, interlocks, control responses, and all specified emergency responses. Any deficiencies shall be documented and corrected by the responsible party and re-tested until accepted.
8. Functional Performance Testing (FPT): Functional performance testing to progress from tests of individual components to tests of the overall systems that contain these pieces of equipment. Commissioning agent to develop all written functional test procedures.
9. Testing, Adjusting, and Balancing (TAB): Review TAB reports for any readings more than 10% off of design airflow.
10. Attend project meetings and conduct commissioning team meetings, coordinated with project meetings, as necessary to plan, develop the scope, coordinate, schedule activities and resolve problems.
11. Document systems startup by reviewing start-up reports and by selected site observation.
12. With necessary assistance and review from installing contractors, write the functional test procedures. Submit to A/E and Owner for review and approval.
13. Oversee and document the execution of the functional performance tests by the contractors.
14. Coordinate retesting, as necessary, until satisfactory performance is achieved. Retesting beyond one day will be at the expense of the contractors.
15. Maintain a master issues log and a separate testing record. Provide to the CM/Contractor and Owner with written progress reports and test results with recommended actions.
16. Review the Operations and Maintenance Manuals developed by the Contractors.
17. Reviews the Systems Manual developed by the Contractors.
18. Review training plans and program developed by the Contractors, recommend pre-approval, and verify that the training is provided.
19. Complete the final commissioning process report to include:
 - a) Evaluation of the operating condition of the facility.
 - b) Deficiencies that were discovered and measures taken for correction.
 - c) Uncorrected deficiencies that were accepted by the owner.
 - d) Functional tests and procedures.
 - e) Reports that document all field commissioning activities as they progressed.
 - f) A schedule of all deferred testing.
20. Commissioning agent to develop a preventative maintenance plan, to include the following:
 - a) Listing of all spare parts required to be kept in attic stock.
 - b) Listing of repair and maintenance issues, as well as frequency of maintenance.
 - c) Recommended parts required for maintenance.

- d) Recommendations for recalibration frequency of sensors and actuators by type and use.
- e) Instructional information on how to perform the repair and/or maintenance.
- f) Manufacture information for part selection and ordering.

24. Commissioning agent to manage the warranty period, as required within the specifications. CX agent to document any warranty issues, as they arise, and set forth a necessary plan of action to rectify the warranty situation.

C. Commissioning Process During the Post-Occupancy Phase

1. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
2. Return to the site at 10-months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

D. The commissioning agent is not required to:

1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the general contractor and the design team. The CxA will report to the owner any deficiencies or discrepancies.
2. Review or approve change orders.

Table 1: Observation and Testing Requirements

Equipment or Systems	Sampling Rate
<u>HVAC Systems</u>	
<i>All Equipment of the HVAC System installed as part of this project</i>	
Boilers (existing but under new control)	100%
Pumps	100%
Rooftop Air Handling Units (RTU)	100%
Rooftop Dedicated Outside Air Units (DOA)	100%
Toilet and General Exhaust Fans	100%
VFDs	100%
Air Terminal Units (VAV, FCU, etc.)	100%
Ductwork	N/A
Piping	N/A
Building Automation System	100%
Sequence of operations	100%

Attachment B – Fee Breakdown Form

Juliet W. Long Elementary School HVAC Replacement

	TOTAL HOURS	TOTAL FEE
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Field Visits to Verify Installation Checklists		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

Signed by Authorized Person

Date

Title

Juliet W. Long Elementary School HVAC Replacement

Hourly rates by staff member

[illegible]

Attachment D – Insurance Requirements

Juliet W. Long Elementary School HVAC Replacement

- **Insurance Requirements for Selected Firm**

- The selected consulting firm shall be required to furnish a certificate of Insurance ensuring and evidencing the following minimum insurances coverage within five (5) days of receipt of Notice of Selection. These requirements are not meant to be a limitation of liability.
- Failure to maintain insurance coverage as required and to name and endorse the Town of Ledyard and Ledyard Board of Education as the Additional Insured per contract on a primary and non-contributory basis will be grounds for termination of the contract.
- Prior to the commencement of the work, and until final completion and acceptance of the work, the Consultant shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A-(IX) or better.
- Insurance shall protect, hold harmless, defend and indemnify the Town of Ledyard & Ledyard Board of Education from all claims which arise from and may arise out of a result from the Consultant's obligations under this agreement, and from the performance of the Agreement whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Consultant or by anyone for whose acts said contractor may be liable.

- **Commercial General Liability Insurance & Workers Compensation Insurance**

- Bodily Injury & Property Damage \$1,000,000 per occurrence
- Personal & Advertising Injury \$1,000,000 per occurrence
- General Aggregate Limit \$2,000,000 per occurrence
- (Other than products and completed operations)**
- Products and Completed Operations \$2,000,000 on a "per project aggregate basis

Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in such a way to any insurance or self-insured retention carried by the Town of Ledyard. Such coverage shall contain a broad form contractual liability endorsement of similar working with the policy form.

Such policy shall name and endorse the Town of Ledyard & Ledyard Board of Education as Additional Insured per contract with respect to claims arising out of the Consultant's operations, completed operations and products by endorsement, ISO Form CG2010 and CG 2037.

Such policy shall be endorsed to contain a waiver of subrogation in favor of the Town of Ledyard. Such policy shall include coverage for the Consultant's sub-contractors, or any

person or entity directly or indirectly employed by said Consultant or by anyone for whose acts said Consultant may be liable.

- **Commercial Automobile Liability Insurance**

Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the minimum amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single basis. Such coverage shall also include hired and non-owned automobile coverage. Such Policy shall name and endorse the Town of Ledyard & Ledyard Board of Education as Additional Insured per contract.

- **Worker's Compensation Insurance**

Consultant and Consultant subcontractors shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with the limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall be endorsed to contain a "waiver of our right to recover from other endorsement" in favor of the Town of Ledyard and the Ledyard Board of Education.

- **Umbrella Liability Insurance**

Consultant shall provide an umbrella liability policy in excess (without restriction or limitation). Such policy shall contain limits of liability, as a minimum, in the amount of \$10,000,000 each occurrence and \$10,000,000 in aggregate which may be amended during the term of the contract if deemed reasonable and customary by the Town of Ledyard. Any additional cost shall be at the sole cost and expense of the Consultant. Such Policy shall name and endorse the Town of Ledyard & Ledyard Board of Education as Additional Insured per contract.

- **Errors/Omission: Professional Liability Insurance**

Consultant shall provide certification of policy maintained for errors & omissions coverage (may be part of the Consultant's professional liability policy) with a limit no less than \$2,000,000 per claim and \$2,000,000 in aggregate. If written on a claims made basis, such insurance shall be maintained for no less than three years after completion of the work.

- **Certificates of Insurance**

Prior to the issuing of any notice to proceed by the Town of Ledyard, the Consultant shall furnish the Town of Ledyard with satisfactory evidence that it and they have the insurance coverage set forth above said policies shall not be canceled or permitted to lapse until final completion and approval of the performance of the Agreement or work, as applicable, and shall contain a provision that the policy will not be canceled or changed until thirty (30) days after the Town of Ledyard has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated. The Commercial General Liability, Automobile and Umbrella Liability shall be endorsed to name the Town of Ledyard and the Ledyard Board of Education as additional insureds on a primary and noncontributory basis per contract.

- i. The Consultant shall advise all of their insurers of the contract provisions regarding insurance. The failure of Consultant to notify insurers of the contract provisions shall not relieve the Consultant from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this Agreement, and the Town of Ledyard retains the right to stop work until proper evidence of insurance is provided.
- ii. If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Consultant shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Consultant.
- iii. The Consultant shall require all sub-contractors to carry the insurance required herein. The Consultant shall cause all subcontractors agreement to name and endorse the Town of Ledyard and the Ledyard Board of Education as an additional insured on a primary and noncontributory basis per contract in addition to a waiver of subrogation in favor of Town and BOE and to provide certificates of insurance evidencing such coverage to the Town of Ledyard.
- iv. The above insurance requirements shall also apply to all sub-consultants and/or subcontractors to the company and the company shall not allow any sub-consultants and/or subcontractors to commence work until the sub-consultants and/or subcontractors insurance has been so obtained and approved.
- v. The above insurance requirements and certificate are subject to final approval by the Town's Insurance agent as to form and substance and could require changes in the types of coverage and limits. Consultant shall be liable for the actions and inactions of subcontractors and shall defend and indemnify the Town for, from and against all claims arising from subcontractors work in the event subcontractors do not comply with the terms of this RFP and contract, including but not limited to insurance requirements.

- **Indemnification**

To the fullest extent permitted by law, The Consultant shall defend, indemnify and hold harmless the Town of Ledyard & Ledyard Board of Education and its agents and Employees from and against all claims, damages, judgements, losses and expenses,

including Attorney's fees arising out of, alleged to arise from or resulting from the performance of the work.

- **Independent Contractor**

All activities performed by the Firm and its agents, employees or representatives are, for all purposes under this Agreement, performed as an independent contractor and not as an employee of Town of Ledyard and Ledyard Board of Education and neither the Firm nor its employees shall be entitled to any benefits to which employees of Town of Ledyard and Ledyard Board of Education are entitled including, but not limited to, worker's compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.