



CONSTRUCTION SOLUTIONS GROUP

EXCELLENCE IN OWNER'S REPRESENTATION, PROGRAM MANAGEMENT AND CONSTRUCTION ADMINISTRATION



Statement of Qualifications

REQUEST FOR QUALIFICATIONS

Westport Public Schools

Capital Projects Program Manager

ELECTRONIC COPY

SUBMITTED BY

Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108

DATE

June 4, 2021



Mr. Elio Longo
Chief Financial Officer
Westport Public Schools
110 Myrtle Avenue
Westport, CT 06880

June 4, 2021

**RE: Request for Qualifications
Capital Projects Program Manager**

Dear Mr. Longo,

As your designated Owner's Representative, it is our utmost duty to ensure that the Westport Public Schools best interests are served throughout the implementation of your Capital Projects Program – and that the District's budget, schedule and overall objectives and expectations are exceeded while administering the projects that you are planning to undertake over the course of the next year.

Construction Solutions Group, LLC ("CSG") is an East Hartford headquartered firm that focuses exclusively on delivering excellence in owner's representation. Unlike other firms that offer this as one in a list of many diverse service offerings, owner's representation is CSG's sole focus.

As demonstrated in our response, you will find that our firm has the perfect blend of experience to confidently and concurrently guide multiple school building improvement projects from the planning and design phases through construction, close-out and successful completion. Our team is comprised of professionals with extensive Connecticut K-12 expertise and strong construction management backgrounds. We are known for our in-depth knowledge of the Office of School Construction Grants & Review ("OSCG&R") processes and procedures and our ability to deliver.

We are not only experienced in administering the construction of major ground-up and extensive addition/renovation projects, but also in overseeing projects similar in size, scope and complexity to those identified in the District's Capital Projects Program. We have included a variety of relevant roof replacement, electrical/mechanical system upgrade, bathroom renovation, window replacement, science laboratory, kitchen/cafeteria, athletic field projects in our submittal to demonstrate our technical competence and overall qualifications in administering this type of work.

As the President of the company, I will be personally involved throughout the course of our engagement to ensure your utmost satisfaction with our performance. Having reviewed the Scope of Services and Associated Deliverables outlined in your Request for Qualifications, I can confidently state that our firm has successfully provided the exact services you're soliciting on projects and programs for municipalities and school districts throughout the State. We have done it time and time again, and I look forward to rendering results that will exceed your expectations in Westport.

Please contact me at (860) 306-7134 or by email at jimg@csgroup-llc.com with questions, requests for additional information, or further clarifications regarding this submittal. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'James Giuliano'.

James Giuliano, MCPPO, President
Construction Solutions Group, LLC



CONSTRUCTION
SOLUTIONS GROUP

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SECTION 1

Executive Summary



Brien McMahon High School · Norwalk, CT

Executive Summary

CSG worked in close collaboration with Antinozzi Associates for the preparation of the Facilities Master Plan for Westport Public Schools (WPS), and developed a familiarity with the District's schools and many key personnel in the process. Our experience working with districts to organize and complete their capital improvement programs, as well as the flexibility of our approach, differentiates CSG from our competitors. We listen closely to stakeholders, and work towards refining the program to truly meet your needs.

Public school construction in Connecticut is CSG's core focus. We have a unique combination of direct construction experience and a deep understanding of the State of Connecticut Office of School Construction Grants & Review (OSCG&R) processes and procedures. We understand the requirements and challenges associated with the types of projects that you have identified to undertake as part of the District's Capital Projects Program. Through our involvement providing owner's project management services for these assignments, specifically for Norwalk Public Schools we have become extremely familiar with the typical issues, opportunities and constraints associated with managing work of this nature:

- Evaluation of existing conditions
- Management of project budget, schedule and State/local approvals
- Communication among all involved stakeholders and departments
- Prioritizing/grouping of projects to maximize efficiency
- Minimizing impacts for any work performed while school is in session
- Quality of products/warranty

Our submittal has been prepared to include descriptions, size/cost details and references for a variety of relevant school construction projects, specifically highlighting our technical competence and overall qualifications in administering capital projects similar in size, scope and complexity to the work proposed in your district.



SECTION 2

Relevant Project Experience



New Lebanon Elementary School · Greenwich, CT

Executive Summary

Established in 2014, CSG is a strategic collaboration of professionals providing a level of expertise garnered from their collective years in the construction industry that is incomparable to our competitors.

Our staff serve as an extension of yours – working with your best interests in mind throughout all phases of project planning, design and construction.

CSG maintains offices in Connecticut and Rhode Island, and works throughout southern New England on a wide range of project types in the public and private K-12, higher education, senior living, and commercial markets.

CSG is registered as a Small Business Enterprise (SBE) by the State of Connecticut Department of Administrative Services.

Areas of Expertise:

Project Funding
Grant Application Preparation
Educational Specifications
Feasibility Studies / Master Plans
Site Acquisition Assistance
Pre-Referendum Support
Communications Support
Procurement Services
Contract Negotiations
Project Schedule Development
Oversight of Design Process

Regulatory Approvals
Value Engineering
Bidding Oversight
On-Site Construction Monitoring
Clerk-of-the-Works Services
Budget Reporting
Change Order Review and Negotiation
CM/GC Payment Application Review
FF&E/Move Management Services
Audit Oversight
Project Close Out



Brien McMahon High School

Program management services for design and construction of a Marine Science Classroom in the former auto shop of Brien McMahon High School. This project consisted of removing an existing vehicle lift and associated auto shop equipment and the installations of a dedicated power, water and air distribution systems to sustain marine research tanks and equipment.

Facility Type:

Public K-12 School

Location:

300 Highland Avenue
Norwalk, Connecticut

Size:

323,578 SF

Budget:

\$600,000

Reference:

William Hodel
Director, Facilities and Maintenance
Norwalk Public Schools
hodelw@norwalkps.org
203-854-4053



Brookside Elementary School

Program management services for design and construction of two Montessori classrooms. Existing Kindergarten classrooms were retrofitted with full service kitchens and laundry facilities to accommodate the Montessori teaching program.

Facility Type:

Public K-12 School

Location:

382 Highland Avenue
Norwalk, Connecticut

Size:

68,727 SF

Budget:

\$150,000

Reference:

William Hodel
Director, Facilities and Maintenance
Norwalk Public Schools
hodelw@norwalkps.org
203-854-4053



Cranbury Elementary School

Program management services for the installation of a new boiler. A feasibility study was also conducted for the construction of new school.

Facility Type:

Public K-12 School

Location:

10 Knowalot Lane
Norwalk, Connecticut

Size:

45,796 SF

Budget:

\$360,000

Reference:

Alan Lo
Buildings and Facilities Manager
City of Norwalk
alo@norwalkct.org
203-854-7877



Kendall Elementary School

Program management services for design and installation of a new electrical distribution system for Portable Air Conditioners in each classroom. This project also included the purchase and installation of portable air conditioners. The electrical distribution system is tied to the building management system for full control of air conditioners.

Facility Type:

Public K-12 School

Location:

54 Fillow Street
Norwalk, Connecticut

Size:

55,966 SF

Budget:

\$125,000

Reference:

William Hodel
Director, Facilities and Maintenance
Norwalk Public Schools
hodelw@norwalkps.org
203-854-4053



Norwalk High School

Program management services for modernization of the existing freight elevator including complete removal and installation of new controller and cab. Additional work included painting of exterior; structural repairs; conversion of walk-in cooler and freezer from water-cooled to air-cooled; expansion of culinary arts program by creating new culinary arts kitchen and classroom; renovating and modernizing all bathrooms to meet ADA requirements; a new scoreboard with a digital display screen; removing wood paneling and wood doors containing PCBs and replacement with new material; security improvements; conversion of library to learning commons; and creation of black box theater and media lab.

Facility Type:

Public K-12 School

Location:

23 Calvin Murphy Drive
Norwalk, Connecticut

Size:

310,000 SF

Budget:

\$5,200,000

Reference:

Alan Lo
Buildings and Facilities Manager
City of Norwalk
alo@norwalkct.org
203-854-7877



Roton Middle School

Program management services for design and installation of a new electrical distribution system for Portable Air Conditioners in each classroom. This project also included the purchase and installation of portable air conditioners. The electrical distribution system is tied to the building management system for full control of air conditioners.

Facility Type:

Public K-12 School

Location:

201 Highland Avenue
Norwalk, Connecticut

Size:

98,390 SF

Budget:

\$270,000

Reference:

William Hodel
Director, Facilities and Maintenance
Norwalk Public Schools
hodelw@norwalkps.org
203-854-4053



Tracey Elementary School

Program management services for design and construction of renovations to the Tracy Elementary School Cafeteria. The project included aesthetic upgrades, mechanical upgrades and installation of new kitchen equipment to upgrade the functionality and appearance of the kitchen and cafeteria.

Facility Type:

Public K-12 School

Location:

20 Camp Street
Norwalk, Connecticut

Size:

58,577 SF

Budget:

\$300,000

Reference:

William Hodel
Director, Facilities and Maintenance
Norwalk Public Schools
hodelw@norwalkps.org
203-854-4053



West Rocks Middle School

Program management services for design and construction of renovations to the cafeteria. The project included aesthetic upgrades, mechanical upgrades and installation of new kitchen equipment to upgrade the functionality and appearance of the kitchen and cafeteria.

Facility Type:

Public K-12 School

Location:

81 West Rocks Road
Norwalk, Connecticut

Size:

100,650 SF

Budget:

\$425,000

Reference:

William Hodel
Director, Facilities and Maintenance
Norwalk Public Schools
hodelw@norwalkps.org
203-854-4053



West Rocks Middle School

Program management services for replacement of the existing curtain wall window system.

Facility Type:

Public K-12 School

Location:

81 West Rocks Road
Norwalk, Connecticut

Size:

100,650 SF

Budget:

\$4,200,000

Reference:

Alan Lo
Buildings and Facilities Manager
City of Norwalk
alo@norwalkct.org
203-854-7877



Grassroots Tennis Courts

Program management services for oversight of bidding and construction process for new post-tensioned concrete courts installed over four existing asphalt courts with a cushion course of fine aggregate. Two additional full-size courts and two junior courts with a practice hitting wall were also installed, requiring the removal of a 15-foot mound of earth and over 9,000 cubic yards of material from the site.

Facility Type:

Public K-12 School

Location:

Springwood Park
Norwalk, Connecticut

Size:

N/A

Budget:

\$950,000

Reference:

Alan Lo
Buildings and Facilities Manager
City of Norwalk
alo@norwalkct.org
203-854-7877



Alice Peck Special Education, Early Learning and Pre-School Center

Owner's Representative services for renovations to an existing facility intended to improve the educational, functional, and special education needs of the early learning center and preschool. Improvements include a roof replacement, the installation of new gas-fired steam boilers and the mechanical scope of work associated with a boiler replacement project, including asbestos abatement in the perimeter steam tunnels.

Facility Type:

Public K-12 School

Location:

35 Hillfield Road
Hamden, Connecticut

Size:

46,500 SF

Budget:

\$6,500,000

Reference:

Philip Goodwin
Purchasing Agent
Town of Hamden
203-287-7111
pgoodwin@hamden.com



Henry Barnard Elementary School

Owner's Representative services for the removal of the existing roof and replacement with 77,732 SF of two-ply thermoplastic membrane.

Facility Type:

Public K-12 School

Location:

27 Shaker Road
Enfield, Connecticut

Size:

77,732 SF

Budget:

\$1,100,000

Reference:

Randy Daigle
Building Committee Chairman
Town of Enfield
rdaigle@enfield.org
860-559-0087



Bailey Middle School

Owner's Representative services for the removal of the existing ballasted and modified bitumen roof and replacement with EPDM membrane.

Facility Type:

Public K-12 School

Location:

106 Morgan Lane
West Haven, Connecticut

Size:

80,000 SF

Budget:

\$2,305,275

Reference:

Ken Carney
Building Committee Chairman
City of West Haven
kenc@baybrookremodelers.com
203-530-0006



East Windsor Middle School

Owner's Representative services for the removal of the existing roof and replacement with 59,008 SF of structural standing seam metal roof and 21,898 SF of a two-ply modified bitumen roof system.

Facility Type:

Public K-12 School

Location:

38 Main Street
East Windsor, Connecticut

Size:

80,906 SF

Budget:

\$2,704,000

Reference:

Joseph Sauerhoefer
Building Committee Member
Town of East Windsor
jsauerhoefer@eastwindsorct.com
860-292-7073



Broad Brook Elementary School

Owner's Representative services for new permanent modular addition to include the removal of existing portables and installation of a concrete foundation for a 14,990 SF addition of permanent modular construction. The addition was constructed while the school remained fully occupied.

Facility Type:

Public K-12 School

Location:

38 Main Street
East Windsor, Connecticut

Size:

14,990 SF

Budget:

\$6,500,000

Reference:

Joseph Sauerhoefer
Building Committee Member
Town of East Windsor
jsauerhoefer@eastwindsorct.com
860-292-7073



Riverside Magnet School

Owner's Representative services for the expansion of the school to include the construction of a new structure adjacent to the building. Work included the expansion of the existing early-childhood school to accommodate students up to grade five and an integration of the newer facility with a 1960s era adjacent school building. The program will remain based on the Reggio Emilia model and house grades 1-5.

Facility Type:

Public K-12 School

Location:

29 Willowbrook Road
East Hartford, Connecticut

Size:

19,500 SF

Budget:

\$9,500,000

Reference:

Bryant Harrell
Vice President, Facilities and Technology
Goodwin University
bharrell@goodwin.edu
860-913-2037



William H. Hall High School

Owner's Representative services for new permanent modular addition to include the removal of existing portables and installation of a concrete foundation for a 14,990 SF addition of permanent modular construction. The addition was constructed while the school remained fully occupied.

Facility Type:

Public K-12 School

Location:

975 North Main Street
West Hartford, Connecticut

Size:

29,560 SF

Budget:

\$12,800,000

Reference:

Robert Palmer
Director of Plant & Facility Services
Town of West Hartford
robert.palmer@westhartfordct.gov
860-561-7925

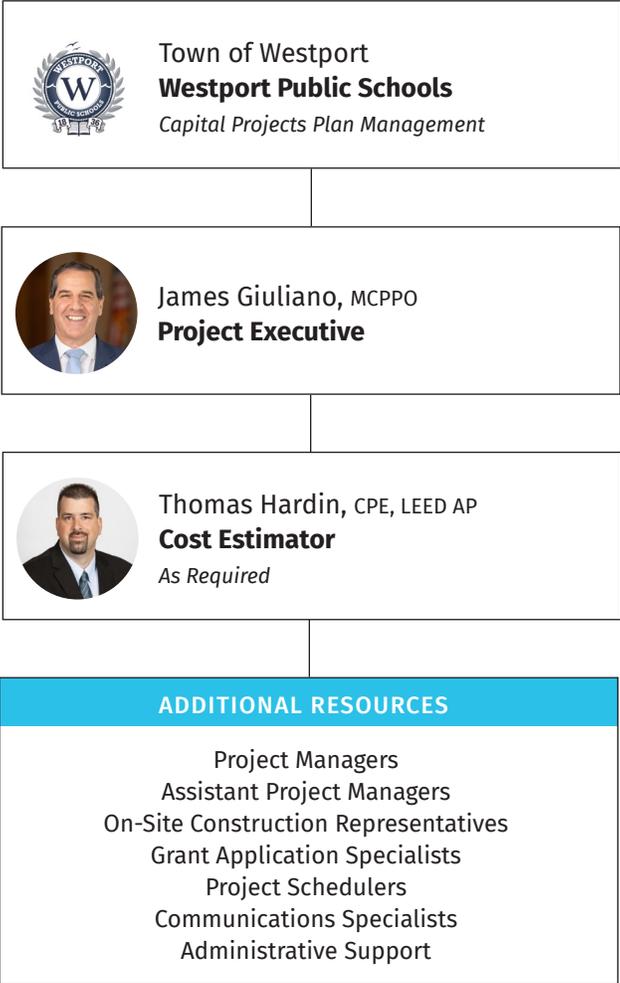


SECTION 3

Proposed Project Team



Proposed Team





Project Executive

James Giuliano, MCPPPO

Jim has substantial experience in construction and a thorough technical knowledge that spans all delivery methods. His complete understanding of practices and methods allows him to evaluate impacts to both budget and schedule while ensuring the highest value to the owner.

Education and Certifications

B.S., Industrial Technology, Concentration in Construction Management, Central Connecticut State University
Massachusetts Certified Public Purchasing Official

Selected Project Experience

Westport Public Schools · Westport, CT

Facilities Master Plan - Consultant to Antinozzi Associates

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

School Construction Program · Norwalk, CT

New Construction, Additions/Renovations, Capital Improvements · \$400,000,000

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

Norwalk High School · Norwalk, CT

New Construction · \$189,000,000

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

Jefferson Elementary School · Norwalk, CT

Renovate-as-New · \$33,354,688

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

Columbus Magnet School · Norwalk, CT

New Construction · \$42,000,000

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

Ponus Ridge STEAM Academy · Norwalk, CT

Addition/Renovation · \$43,000,000

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

Cranbury Elementary School · Norwalk, CT

New Construction · \$45,000,000

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

West Haven High School · West Haven, CT

Renovate as New · \$125,000,000

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

Bailey Middle School · West Haven, CT

Roof Replacement · \$1,271,000

Role: Project Executive · Firm of Record: Construction Solutions Group, LLC

New Lebanon Elementary School · Greenwich, CT

New Construction · \$28,000,000

Role: Principal-in-Charge · Firm of Record: Construction Solutions Group, LLC



SECTION 4

Project Approach

Project Approach

CSG has been engaged with the City of Norwalk and Norwalk Public Schools (NPS) for the last four years managing major capital projects ranging from \$33 million Renovate-as-New projects to the construction of a new \$189 million Norwalk High School. In addition to these major building projects, CSG has been contracted directly by NPS to provide support in their efforts to complete capital projects on a smaller scale (typically less than \$1 million in value) which may or may not be reimbursed from the Office of School Construction and Grants (OSCG&R). In this capacity we work directly for the NPS Facilities Director in identifying, prioritizing and budgeting these projects, requesting funding from the City of Norwalk, procuring the services of design professionals and bidding the projects working with the City's and NPS' purchasing departments.

There are many factors that can affect how we move forward and develop the plan for implementation. Communication and working together with Westport Public Schools (WPS) to gain insight as to Westport's process is critical to establishing a plan moving forward.

CSG's approach begins by engaging WPS personnel to gain an understanding of where they currently stand relative to the implementation of the Antinozzi Capital Forecast Priority List, as well as to understand Westport's current priorities. It is our understanding that the District has a few projects already in the works, working with the Department of Public Works on all paving projects and hiring the architect/contractor for the roof replacement projects at Saugatuck Elementary School and Staples High School.

During the course of these discussions, it will be important to identify Westport's capacity for undertaking projects either over a summer, during school breaks throughout the year and in certain cases while school is in session. Furthermore, the Town's capital funding process will need to be understood by CSG so that we can best assist in guiding how many projects can be undertaken during a budget cycle.

Once we understand the items indicated above, we will review and potentially re-prioritize the current capital projects list. In reviewing the list, it appears that there will be multiple years of activity at many of the schools in the District. This is not unusual due to the nature of the work required. During this process, we will ensure that the report produced by Antinozzi accurately reflects WPS' view of the work to be undertaken as well as the proposed sequencing. CSG will identify projects that are time critical, projects that are eligible for OSCG&R funding, projects that must be completed during the summer/vacation time, projects that can be done during the school year with minimal disruption, projects requiring abatement, and projects in other related categories to develop a strategy for tackling a program that WPS can manage, that the Town is willing to fund and that can receive maximum OSCG&R reimbursement.

In conclusion, CSG's approach will encompass a variety of variables as described above but more importantly be a collaborative approach with WPS in tackling the items on, or not on, the current program list.



SECTION 5

Fee for Service Proposal
and Agreement



Norwalk High School · Norwalk, CT

Fee Proposal

CSG proposes an hourly fee of \$148 per hour to complete the Scope of Services outlined in the Request for Proposals.

Based on an estimated involvement of approximately one half-day per week, our fee would be approximately \$2,368 per month.

OWNER'S PROJECT MANAGEMENT SERVICES AGREEMENT

THIS OWNER'S PROJECT MANAGEMENT SERVICES AGREEMENT

("Agreement") is made effective as of this ___ day of _____, 2018 (the "Effective Date"), by and between **THE TOWN of OXFORD, CT** having an address at 486 Oxford Road Oxford, CT 06478 ("Owner") and **CONSTRUCTION SOLUTIONS GROUP, LLC** a business registered in the State of Connecticut, having an address at 151 Four Mile Road, West Hartford, Connecticut 06107 ("CSG").

WITNESSETH:

WHEREAS, Owner wishes to retain CSG to perform certain services in connection with the design and construction of [SAMPLE PROJECT] (collectively, the "Project") presently known as [ADDRESS OF PROJECT] (the "School") and CSG is willing to perform such services;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Relationship of Parties. CSG covenants with the Owner to furnish professional skill and judgment at all times to provide its services in furtherance of the Owner's overall Project goals, including facilitating goals for design, budget, time and quality. CSG shall perform its services expeditiously in accordance with the expertise, skill and care exercised by professionals serving in a similar capacity that have successfully completed projects of comparable size and complexity and shall at all times advance the orderly progress of the Project and cooperate with the Project's designers, construction manager and others in furthering the interests of the Owner.

2. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that CSG will be an independent contractor and not the Owner's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime requirements, Federal Insurance Contribution Act, and the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Law, State Workers Compensation Law, and State Unemployment Insurance Law. This Agreement shall not be construed as creating any joint employment relationship between CSG and Owner, and Owner will not be liable for any obligation incurred by CSG, including but not limited to unpaid minimum wage and/or overtime premiums, and insurance.

3. Services. CSG shall provide Owner with the services ("Services") set forth in Exhibit A (the "Proposal") attached hereto. Exhibit A is attached for purposes of articulating the scope only. To the extent of any perceived conflicts or inconsistencies between this Agreement and Exhibit A, the terms of this Agreement shall control and take precedence. In the performance of CSG's Services, CSG shall serve as Owner's authorized representative on the Project, shall be fully acquainted with the Project, and manage specific aspects of the Project from its conception through the completion of the Project, **unless specifically directed otherwise, in writing, by the Owner.**

4. Owner's Responsibility – Design Phase. Owner shall identify the program requirements for the proposed construction of the School and shall be solely responsible

for obtaining all required state and local approvals for such construction and any related site and off-site improvements.

5. Designation as Owner's Project Manager. The Owner hereby appoints CSG, and CSG hereby accepts its appointment, as the Owner's Program Manager ("OPM") for the Project. As the OPM, CSG will assist Owner and the [NAME OF PROJECT] Building Committee (the "Building Committee") in certain pre-design, design, construction, and other related activities as more particularly described in Exhibit A. In no event shall CSG assume the responsibility of a construction manager and or design professional.

The OPM shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The OPM shall not have control over, charge of, responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the project, nor shall the OPM be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, the project in accordance with the plans, specifications, or other contract or legal requirements. The OPM shall be responsible for the OPM's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owners' consultants or contractors.

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

6. Compliance with Law. In providing the Services, CSG shall comply with all applicable laws, rules, regulations, ordinances, orders, directions, or other requirements of the federal or any state or municipal governments; any agencies, departments, subdivisions, bureaus, offices, and/or other authority thereof; and any other governmental, public and/or quasi-public authorities, as and to the extent any of the foregoing have jurisdiction over CSG's performance of the Services.

7. Term of Agreement. The term of this Agreement shall commence on the Effective Date and, shall continue for thirty months (30 months) unless earlier terminated by the parties as set forth below:

Completion of the project shall be interpreted as **twelve** months following the issuance of a certificate of occupancy. Audit support services shall be billed separately as needed and requested by [OWNER] according to hourly the hourly rates as set forth in hourly rate schedule.

8. Billing and Payment of Costs. In consideration of the performance of the Agreement, the Owner agrees to pay CSG in compensation for Services performed on a monthly basis and at the agreed upon fee set forth within **Exhibit B**. Owner further agrees to reimburse CSG for all necessary costs and expenses incurred in the performance of the Services so long as said costs and expenses were approved in advance by Owner in writing. CSG shall submit invoices monthly. Payment by Owner shall be made no later than the end of the month following the date that the invoice is submitted. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until resolved and no interest will accrue on any disputed amounts.

9. Books of Account and Maintenance of Records. Owner shall maintain fiscal control over all funds appropriated for the Project, provided that CSG shall cooperate with Owner to establish and maintain fiscal control and accounting procedures that assure the accurate, complete and otherwise proper accounting of all costs and expenses incurred and/or paid in connection with the Project, as well as any and all funds paid by Owner to CSG pursuant to this Agreement. If the Owner terminates CSG's services prior to the State Audit process, CSG will turn over to the Owner all records and documents relating to the Project, in an organized fashion. If CSG maintains any of its own records relating to the Project, it will not dispose of those records until the later of eight (8) years from substantial completion of the Project, or the completion of the State Audit.

10. Indemnification and Insurance.

A. CSG shall indemnify, defend and hold harmless the Owner, its agents, officials, employees and assigns from and against any and all loss or liability (statutory or otherwise), claims, actions, suits, demands, judgments, costs, executions, interest and expense whatsoever, including, but not limited to, costs of investigation, defense and settlement and all reasonable attorneys' fees and disbursements, (hereinafter, individually and collectively, a "Claim" or "Claims") for or arising from CSG's negligence, breach, intentional misconduct or lack performance under this Agreement including, but not limited to, (i) Claims based upon (a) CSG's failure to pay for or provide goods or services as required hereunder or (b) any act or omission on the part of CSG or any of its agents, officers or employees in the acquisition or provision thereof, as well as (ii) Claims for or arising from injury to, or death of, any person or persons, or damage to real or personal property (including the loss of use thereof), which occurs under, in connection with or by reason of CSG's performance or lack thereof under this Agreement during the term hereof. In case any action or proceeding is brought against the Owner by reason of any matter which is the subject of the foregoing indemnity, CSG shall pay all costs, reasonable attorneys' fees, out-of-pocket expenses, and liabilities resulting thereof, and shall resist such action or proceeding by attorneys chosen by it and reasonably satisfactory to Owner.

B. The Owner shall, to the fullest extent permitted by the law, indemnify and hold harmless CSG from and against all damages, liabilities or costs (including, without limitation, reasonable attorneys' fees and defense costs) to the extent caused by the Owner's acts and/or omissions under this Agreement.

C. Each party's obligations to indemnify and hold harmless the other and its officials, agents and employees shall survive the expiration or earlier termination of this agreement.

D. CSG's Insurance. CSG shall purchase and maintain the following insurances to protect it from claims which arise out of or result from CSG's operation under this Agreement. All policies and limits shall remain in full force and effect until three (3) years after substantial completion of project. **Owner named as additional insured to receive any written notifications, electronic or otherwise, of any change in policy, terms, coverage or cancellations:**

Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed:

\$1,000,000 or statutory limits, whichever is greater, Each occurrence.

Claims for damages because of bodily injury, occupational sickness or disease, or death of these employees under any applicable employer's liability law.

\$100,000 Each Occurrence
\$500,000 Aggregate

Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than employees, and claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle:

\$1,000,000 Each Occurrence.

Comprehensive general liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
\$5,000,000 Umbrella

Professional liability insurance:

\$5,000,000 each claim
\$5,000,000 aggregate

Owner shall be a named additional insured on all liability policies. The foregoing policies shall contain a provision that coverage's afforded under the policies will not be canceled nor renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of Insurance showing such coverage to be in force shall be filed with the Owner prior to commencement of the OPM's services. All policies and limits shall remain in full force and effect until three (3) years after substantial completion of the Project.

CSG's insurance coverage shall be primary insurance with respect to the Owner and the Owner's agents.

E. Owner's Liability Insurance. The Owner may purchase and maintain its own Liability insurance as will protect it against claims that may arise from its own operations under this Agreement or on the Project.

F. Owner's Builder's Risk Insurance. The Owner shall purchase and maintain builder's risk insurance covering the Project for the full cost of replacement as of the time of any loss. This insurance shall insure against loss from the perils of fire, extended coverage, and shall include "All Risk" insurance for physical loss or damage including without duplication of coverage theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing, and damages resulting from defective design, workmanship or material.

G. Waiver of Subrogation. The Owner and CSG waive all rights against each other, the Architect and other Design Consultants, Construction Manager, and its Subcontractors for damages caused by perils covered by insurance. The Owner shall require similar waivers from the Architect, Design Consultants, Construction Manager and its Subcontractors. If the policies of insurance referred to in Agreement require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

11. Suspension. The Owner may, without cause, suspend, delay or disrupt the Project in whole or in part for such period of time as the Owner may determine. CSG's fee may be reasonably adjusted, if warranted, for increases in cost or time caused by such suspension, delay or disruption, except to the extent the services would have been suspended, delayed or disrupted by other cause for which CSG is responsible.

12. Owner's Termination Rights. If at any time all or any portion of CSG's responsibilities hereunder are to be terminated or CSG otherwise is not to continue to fulfill the role of OPM with respect to the Project, then CSG agrees that it will fully cooperate with Owner to ensure a smooth transition of such responsibilities to Owner or any person(s) or entity (ies) chosen by Owner to assume those responsibilities. In this regard, and without limiting the generality of the foregoing, CSG hereby agrees that:

(a) CSG will promptly supply Owner with copies of all purchase orders and other contracts and agreements of any kind to which CSG or any of its contractors is a party or by which any of such entities is bound;

(b) To the extent requested by Owner, up to the applicable termination date, CSG shall continue to fulfill all of its project management functions hereunder as if this Agreement were not about to be terminated, and, in this regard, shall continue to purchase those goods and services, and perform such other work as CSG otherwise has, and has been required to do, during the term hereof, and

(c) CSG shall make copies of, and otherwise make available to Owner, any and all financial records and other documents requested by Owner (whether held by CSG or its contractors) and assist Owner in making a complete inventory of all material, equipment, personal property, fixtures and other goods, accounting for all moneys spent by CSG and Owner to date, and identifying all

accounts receivable and payable at that time.

13. Owner's Termination for Convenience. This Agreement may be terminated by Owner for that portion of its fee due as herein described (i) Termination within less than 12 months of "Effective Date" of this agreement Owner shall pay within (30) calendar days of written notice of termination the difference between what has been paid up to and including the notice of termination and the remaining monthly fee to that date which equals a total of (12) monthly payments (ii) termination after (12) months of the "Effective Date" payment shall be made by the Owner to CSG for that portion of its fee due. Such payment shall be the total extent of the Owner's liability.

14. Owner's Termination for Cause. Upon seven (7) days' written notice, the Owner may terminate this Agreement for cause, should CSG breach this Agreement through no fault of the Owner. If the Owner terminates for cause, CSG shall be entitled to receive compensation for all work completed in good faith up to the date of receipt of written notice of termination, but no further amounts shall be due CSG, and CSG shall be responsible for all costs, expenses and fees (including reasonable attorneys' fees) incurred by Owner by virtue of said termination; provided that if it is determined by competent authority after notice of termination that CSG did not breach this agreement, then CSG shall be relieved of the obligation to pay Owner the costs, expenses and fees incurred by Owner as a consequence of termination, and CSG shall be entitled to any compensation that may have been payable in the event Owner had terminated this Agreement for convenience.

14.1 Automatic Conversion. In the event that a termination for cause by the Owner is ultimately deemed wrongful by a trier of fact, such termination shall conclusively be deemed a termination for convenience, and CSG's sole recourse shall be set forth in Article 13 of this Agreement.

15. CSG's Termination for Cause. Upon seven (7) days' written notice, the OPM may terminate this Agreement for cause, should Owner materially breach this Agreement through no fault of CSG. If CSG terminates for cause, payment shall be made by the Owner to CSG for that portion of its fees due as of that date, as set forth in Article 13 of this Agreement. Such payment shall be the total extent of the Owner's liability.

16. Cumulative Rights and Remedies. Either party may retain any breach or threatened breach of any covenant, agreement, term, provision or condition herein contained, but the mention herein of any particular remedy shall not preclude the moving party from any other remedy it might have, either at law or in equity. The failure of either party to insist upon the strict performance of anyone of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any right, remedy or election herein contained or permitted by law, shall not constitute or be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy that either party may have at law, in equity or otherwise upon breach of any covenant, agreement, term, provision or condition in this Agreement contained upon the part of the defaulting party to be performed, shall be distinct, separate and cumulative and no right or remedy, whether exercised by the moving party

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

23. 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.

24. Unavoidable Delays. For purposes of this Agreement, the term "Unavoidable Delays" shall mean and include any delay in performance as, but then only to the extent the same, is caused by strikes, lock-outs, shortages in labor or materials, civil unrest, war, Acts of God or other causes beyond the reasonable control of the party from whom such performance is due.

25. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

[OWNER]

By: _____
Name:
Title:

**CONSTRUCTION SOLUTIONS GROUP,
LLC**

By: _____
Name:
Title: President

WITNESSED BY:

EXHIBIT A

[OWNER] Request for Qualifications and Proposal dated [DATE]
[OWNER] Standard Instructions for RFQ/RFP #OSBC3

EXHIBIT B

CSG's RFP Response
CSG's Fee Proposal