

**NORTH KINGSTOWN SCHOOL DEPARTMENT**

**Owner's Project Management Consulting  
Services**

**RFP #2022-06**

**Request For Proposals**



*Proposals due by 11am on Tuesday, September 21, 2021, and to be opened virtually at 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, office of Chief Operating Officer. Due to COVID-19 health and safety considerations, the bid opening will be witnessed by NKSD staff only. Bidders will be notified via e-mail and bid summary results will be posted at [https://www.nksd.net/apps/pages/index.jsp?uREC\\_ID=796094&type=d&pREC\\_ID=1187039](https://www.nksd.net/apps/pages/index.jsp?uREC_ID=796094&type=d&pREC_ID=1187039)*

Mary C. King, CPA, MBA, SFO, Chief Operating Officer  
North Kingstown School Department  
100 Romano Vineyard Way, Suite 120  
North Kingstown, RI 02852

**NORTH KINGSTOWN SCHOOL DEPARTMENT  
100 ROMANO VINEYARD WAY, SUITE 120, NORTH KINGSTOWN, RI 02852  
401.268.6410**

**ADVERTISEMENT FOR PROPOSALS**

The North Kingstown School Department will receive sealed proposals for the following:

**OWNER'S PROJECT MANAGEMENT SERVICES RFP #2022-06**

General proposals shall be received and opened virtually at the office of the Chief Operating Officer, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, 02852, on Tuesday, September 21, 2021, no later than 11 AM, for the **OWNER'S PROJECT MANAGEMENT SERVICES RFP #2022-06**.

Proposals received after the stipulated time shall not be accepted.

All proposals must be submitted in sealed envelopes marked "**OWNER'S PROJECT MANAGEMENT SERVICES RFP #2022-06**", **Due Tuesday, September 21, 2021, at 11 am**. The envelope should be addressed to the North Kingstown School Department, Chief Operating Officer, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI 02852. Proposals will be opened virtually at 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, office of Chief Operating Officer. Due to COVID-19 health and safety considerations, the bid opening will be witnessed by NKSD staff only. Bidders will be notified via e-mail and bid summary results will be posted at [https://www.nksd.net/apps/pages/index.jsp?uREC\\_ID=796094&type=d&pREC\\_ID=1187039](https://www.nksd.net/apps/pages/index.jsp?uREC_ID=796094&type=d&pREC_ID=1187039). If mailing proposal in envelopes provided by UPS, Federal Express, etc, your sealed and properly marked proposal must be contained in the mailer.

Proposals must be prepared in conformity with and shall be based upon and submitted to all requirements of the specifications together with the addenda thereto. Failure to comply with these requisites may result in the proposal being misdirected, opened in error prior to official opening, and possible rejection of said proposal.

All prices indicated in the proposal shall be non-erasable. Any changes must be initialed by the official submitting and signing the proposal. Prices should be written in words and figures. In the event of a discrepancy, the written price shall prevail. Proposal determined to be made in collusion with any other bidder shall be disqualified from consideration for award.

No proposal may be withdrawn for a period of ninety (90) calendar days subsequent to the date of the proposal opening.

The North Kingstown School Department reserves the right to waive any informality and to reject any and all proposals.

**REQUEST FOR PROPOSAL  
NORTH KINGSTOWN SCHOOL DEPARTMENT  
Owner's Project Management Services**

The North Kingstown School Department, hereafter known as "the District", is requesting proposals from qualified consulting firms to conduct Owner's Project Management Services for construction project estimated at \$1.6M to \$1.9M for work at the Quidnessett Elementary School that will comprise of removing six (6) existing packaged rooftop heating and air conditioning units to be replaced with new units that include a dehumidification component to provide a minimum of 4 to 6 air exchanges per hour. Existing structural steel open web joist roof framing will be reinforced to accommodate the added weight of the units.

**GENERAL SCOPE OF WORK:**

RIGL 37-2-7 (32) defines an "Owner's Project Manager" as "an entity engaged to provide project management services on behalf of a state agency for the construction and supervision of the construction of a building project. The owner's program manager acts as the owner's agent in all aspects of the construction project, including, but not limited to, architectural programming, planning, design, construction, and the selection and procurement of an appropriate construction delivery method. The owner's program manager shall have at least seven (7) years' experience in the construction and supervision of construction of buildings of similar size and complexity. The owner's program manager shall not have been employed during the preceding year by the design firm, the construction firm, and/or the subcontractors associated with the project."

The Owner's Project Manager shall provide management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule, and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Per the RI Department of Education School Construction Regulations, the OPM must assist the District in ensuring "that construction will be completed in a timely, cost-effective manner and that buildings will be occupied with the timelines established during the approval process."

Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of project management services, the OPM shall ensure projects are in compliance with the RI Department of Education's School Construction Regulations and the District's Memorandum of Agreement. The OPM must provide information as requested during final auditing as conducted by the RI Department of Education's Department of School Building Authority.

In general, the services required of the OPM include, but are not limited to:

**PROJECT ADMINISTRATION:**

The OPM will be responsible for coordination among team members from the District and the public, including the development of project communications plan. The OPM may also provide data and photos for the project utilizing the District website and to support the communications plan.

The OPM shall assist the Design Team, the District and the School Building Committee as follows:

- Review of all documentation and reports required for RIDE, including design submissions, cost estimates, and other materials;
- Preparation and submittal of a comprehensive monthly project report.
- Attend School Building Committee meetings as requested.
- Act on behalf of the District in attending Owner, Architect and Contractor meetings, including the review of meeting minutes for completeness and accuracy.
- Track and ensure compliance with regulatory and statutory compliance including MBA/WBE/DBE requirements for contractors and vendors.
- Track compliance with certified payroll requirements for all project contractors, subcontractors and vendors.

- Maintain complete and comprehensive files of all project documents and assist in making material available to RIDE, if necessary.

**FINANCIAL:**

The OPM will assist in the development of the final Total Project Budget, as well as tracking, updating and reconciling the budget throughout the project term. The OPM will maintain project budget records, by category, in a format that tracks RIDE reimbursable/non-reimbursable expenses and tracks the expenses against the Memorandum of Agreement with RIDE.

In addition, the OPM will develop project cash flow projections, work closely with the School Department Chief Operating Officer on the review of all applications for payment and invoices submitted to the District, and offer payment recommendations.

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR SELECTION:**

The OPM is to advise the District in the selection of construction delivery options. This may include:

- Assist and advise the District and the School Building Committee in selection of the General Contractor (GC) or Construction Manager (CM) to proceed to Statement of Qualifications.
- Assist and advise the District and the School Building Committee in selection of GC/CM to proceed to Request for Proposals.
- Assist in determination of most qualified, apparent low bidder and make recommendations to Owner.
- Provide assistance, consultation, guidance in negotiation of GC/CM contract and GMP.
- Ensure that selected GC/CM complies with all statutory requirements, including MBE/WBE/DBE requirements.
- Assist with negotiating fair and reasonable CM allowances and contingencies.

**RI DEPARTMENT OF EDUCATION SCHEMATIC DESIGN, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS PHASES:**

The OPM plays a critical role during the design phase in providing support of the design team, including the coordination of meetings, maintaining schedules, and reconciling budgets. Specifically, the OPM shall provide oversight of Designer and General Contractor/Construction Manager activities, including the reconciliation of budget and schedule at each phase. The OPM shall maintain and update the Project Budget and Schedule.

The OPM shall assist the District in coordinating, attending, and taking minutes for design review meetings with the School Building Authority at RIDE. The OPM shall ensure that projects are in compliance with all applicable provisions in the School Construction Regulations (SCR), including that projects have “undergone review in accordance with applicable state law and regulations and, to the extent applicable to the project, by the Rhode Island’s State Building Commissioner, Department of Administration, Department of Health, Historical Preservation and Heritage Commission, Commission for Human Rights, Department of Environmental Management, Governor’s Commission on Disabilities, Architectural Access Board, and any other department or agency of the state required by law to review such projects” per SCR 1.03-1 (8). In addition, the OPM shall ensure “projects shall have undergone review in accordance with applicable local or district charters, by-laws, ordinances, or regulations” per SCR 1.03-1 (9).

The OPM shall work with the Designer to ensure that: “Projects shall meet all applicable federal, state, local, and regional building code requirements. Projects shall reflect cost-effective design, material, and finish decisions consistent with good architectural and engineering practice and high quality construction. Projects shall demonstrate that the current technological needs of students, faculty, and school staff are met.” (Per SCR 1.04 -1)

The OPM shall ensure that projects are consistent with the scope and budget memorialized in the District’s MOA and ensure that soft costs do not exceed 20% of general construction costs.

## **SCHEDULING:**

The OPM shall be responsible for the preparing, tracking, and reconciling schedules, including the development of overall Project Baseline Schedule and a detailed Milestone Schedule that incorporates GC/CM's construction schedule as they become available. The OPM shall assess and ensure actual project progress to baseline schedule, report variances to the District and the School Building Committee. In the event of schedule slippage, OPM will consult with Designer and GC/CM to develop recovery schedule activities and advise the District and the School Building Committee as to a recommended recovery schedule of activities.

## **CONSTRUCTION:**

During construction, the OPM provides a critical role of representing the owner's interests from start of major construction to substantial completion. During the course of project completion the OPM assists the District and the School Building Committee in the management of the project, including tracking, compliance documentation, oversight, scheduling, coordination, and management. These tasks include, but may not be limited to:

### ***Project Tracking and Compliance***

- Monitor Designer's and GC/CM's construction administration activities to ensure contract compliance and timely decisions.
- Perform quality control inspections of work completed to verify compliance with contract documents.
- Prepare and maintain detailed daily, weekly, and monthly reports recording all project data and activity.
- Track time and material change order work, when utilized as basis for changes.
- Maintain and update on a daily basis, if needed, current contract drawings, specifications and logs.
- Take extensive daily photographs of progress, record and maintain project's photo log.
- Monitor GC/CM's compliance with contract documents and quality control specifications.
- Develop and maintain a Rolling Completion List of non-conforming items to mitigate punch list items.
- Monitor compliance with the School Construction Regulations throughout the construction process to ensure that all building systems, mechanical and lighting equipment are in compliance with regulations, included in and consistent with all plans, construction documents, and cost estimates.

### ***Personnel***

- Ensure all construction personnel and vendors have passed BCI checks.
- Ensure enforcement of zero tolerance policies regarding student / staff non-contact, foul language, and smoking.
- Consult daily with Chief Operating Officer and/or the school Principal, or designee(s), regarding construction activities, impacts, issues, and resolve with GC/CM.

### ***Coordination and Management***

- Prepare work scopes, request for qualifications and assist the District and School Building Committee in selection of independent testing agency.
- Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked.
- Review and comment on GC/CM's baseline schedule of values and baseline schedule.
- Identify potential issues, report to Designer and GC/CM, maintain project issues log, track to resolution.
- Schedule commissioning consultant, track submission of reports, follow-up actions by Designer and GC/CM.
- Ensure that the Owner's interests are met and that commissioning agent reviews are reconciled in a timely manner.
- Review GC/CM's draft monthly requisition for payment, make recommendations to Owner and Designer.
- Manage and schedule independent air quality testing for each phase of the Project.
- Assist Designer with identification of punch list items.
- Assist the Commissioning Agent in verifying that building staff members are well-trained and possess the documentation they need to operate and maintain the building's systems and equipment after turnover.

### ***Change Orders***

- Review all change order submissions and schedule extension claims, and recommendations to Municipality/LEA and Designer.

- Maintain detailed contingency log, tracking potential change order data.
- Submit all change orders in excess of 10% of project value to the School Building Authority at the RI Department of Education.

**PHASING AND MOVE MANAGEMENT:**

In addition to the construction related project management services, the OPM may be required to assist the District and School Building Committee with the ensuring the uninterrupted delivery of educational programs during the course of the construction. In order to do so, the OPM shall:

- Assist the Designer in developing Phasing Plans as necessary to accommodate construction activities that occur during dates/times that the school is occupied.
- Ensure that Phasing Plan includes building access points, utility connections, separate access for construction crews, staging areas, etc.
- Assist the Principal, or designee, on internal move management as necessary for project.
- Coordinate efforts regarding changing building access points, wayfinding and signage, system shutdowns, etc.
- Coordinate changing building access points and getting that message out to students, staff, public, etc.
- Prepare RFP for relocation services by movers and other vendors, and manage activities for each move phase.
- Coordinate GC/CM's pre-requisite construction activities required for each phase move.

**MOA COMPLIANCE AND STATE AID:**

The OPM shall track and ensure compliance with the District's Memorandum of Agreement with the RI Department of Education, including tracking projects progress, project budget, and compliance with all statutory and regulatory requirements, including:

- Assist the District in submitting progress payment requests for the SBA Capital Fund or any other pay as you go funding as needed.
- Ensure that the District does not submit ineligible costs as defined by statute and regulations (SCR 1.07-3).
- Ensure that all projects have conducted design reviews, and can provide meeting minutes or design review documentation to substantiate.
- Ensure compliance with the Northeast Collaborative for High Performance Schools including the submittal of pre- and post-construction certification.
- Ensure that projects have been fully commissioned by the Commissioning Agent, if necessary, and all open items have been reconciled as documented in the final report.
- Assist the District and School Building Committee in maintaining project files as required by the School Construction Regulations (1.09-6).
- Provide quarterly reporting updates on all projects using RIDE established portals as needed.

**Special Contingencies:** The District must participate and obtain all jurisdictional (federal, state and local) reviews and approvals pursuant to RIDE School Construction Regulations. The services of qualified and capable vendors with offices in Rhode Island, or those who propose a joint venture with a Rhode Island firm, shall be utilized whenever possible. The selected vendors will be required to attend an annual training provided by the School Building Authority at the RI Department of Education.

**PROPOSAL:**

**Technical Proposal:**

Narrative and format: The proposal should address specifically each of the following elements:

- **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in projects, including their experience in the field of School Construction and Project Management. Include any past experience in Rhode Island K-12 construction.

- **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience as an Owner's Project Manager, including specific experience with K-12 School Construction. Include any past experiences in Rhode Island and any familiarity or knowledge of the RIDE School Construction Regulations. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
- **Work Plan** - Please describe in detail, the framework within which requested Owner's Project Management services will be performed. Provide an understanding of the School Construction process in Rhode Island.
- **Approach/Methodology** – Define the methodology to be used to ensure that all projects come in on time and on budget. What procedures will be used to minimize change orders, maintain project schedules, assure compliance with the Memorandum of Agreement, and ensure projects are completing as planned?

**Cost Proposal:**

In consideration of Owner's Project Manager's delivery of services, the Owner shall pay the Owner's Project Manager in an amount that shall not exceed three (3%) of project costs. Estimated project construction cost based on construction to be conducted in 2022 is anticipated to be \$1.6M to \$1.9M.

Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings. Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

The Owner's Project Manager shall not be entitled to compensation under this Article for the services of subconsultants hired to perform Basic Services.

**Provide hourly rates in addition to total project proposal for all Owner's Project Management Services.**

**EVALUATION AND SELECTION:**

Proposals shall be reviewed by a Committee formulated by the District.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The District reserves the right to select the vendor(s) or firm(s) ("vendor") that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

<b>Criteria</b>	<b>Possible Points</b>
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	20 Points
Work Plan	20 Points
Approach Proposed	20 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost proposal*	30 Points
<b>Total Possible Evaluation Points</b>	<b>100 Points</b>

\*Cost Proposal Evaluation: The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available point for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal}/\text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000/\$100,000 \times 30 = 19.5$$

**QUESTIONS:**

Questions about this RFP may be directed to Mary C. King (401) 268-6410 (telephone) [mary\\_king@nksd.net](mailto:mary_king@nksd.net) (email) no later than Tuesday, September 14, 2021, at 11 am. All information given by the District except by written addenda shall be informal and shall not be binding upon the District nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the District.

**PROPOSAL CONTENTS:**

All proposers must use the attached proposal cover letter, information sheet and must include all required attachments. All such information shall become public record upon the proposal due date.

**RFP CALENDAR:**

1. **Week of August 30, 2021:** The Chief Operating Officer advertises and distributes the Request for Proposal to all interested firms.
2. **September 21, 2021:** Proposals due by 11 am. Proposals must be signed by an authorized member of the consulting firm, and the name, address, and telephone number of a representative qualified to answer questions during the review process, must be included.

Two (2) copies of the proposal, one (1) bound and one (1) unbound, single sided, must be submitted to:



**HAND DELIVERY**

Chief Operating Officer  
North Kingstown School Department  
100 Romano Vineyard Way, Ste 120  
North Kingstown, RI 02852

**U.S. POSTAL SERVICE MAIL**

Chief Operating Officer  
North Kingstown School Department  
100 Romano Vineyard Way, Ste 120  
North Kingstown, RI 02852

Proposals or amendments to proposals received later than the time and date specified will not be considered. No proposal may be withdrawn within 90 days after the submission due date.

3. The District reserves the right to reject any and all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request further clarification.
4. It is anticipated that the award of the contract will be made on or before October 15, 2021. Work shall be scheduled to commence no later than ten (10) days after the date of award.

**COMPENSATION:**

Compensation for services shall be on a monthly basis with proper invoices submitted to the District for processing. Payments will be made via ACH. W-9 and banking instructions required for processing.

**TERMINATION OF CONTRACT:**

Following implementation, should the Chief Operating Officer find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the District as being in the best interest of the North Kingstown School Department. In the event of termination of this contract as a result of breach by the contractor, the District shall not be liable for any fees and may, as its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

**PERIOD OF PERFORMANCE:**

The period of performance for this project shall be the contract effective date plus not more than ninety (90) days from the date subject to extension only by mutual agreement.

**EVALUATION TEAM:**

The key personnel assigned to this evaluation are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the consultant and the District.

**INDEMNIFICATION AND INSURANCE:**

The consultant selected shall indemnify and save the District harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on District property, in carrying out and completing the full scope of services under this agreement.

The consultant shall meet the insurance and indemnification requirements as prescribed in the attached Insurance

Exhibit - Professional Contracts.

**COLLUSION:**

Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the District enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the District may cancel said contract without incurring liability, penalty, or damages.

**FREEDOM OF INFORMATION:**

The District will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the District and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

**PROPOSAL FORMAT:**

For the sake of consistency and ease of review, each proposal must adhere to the following format:

- Section A: The attached cover letter format, including name, address and telephone number of firm and name and number of legal representative.
- Section B: Evidence of similar experience and three (3) references from client companies that received these services.
- Section C: Outline of the firm's project management approach.
- Section D: Evidence, including resumes, that the firm's staff and the staff participating in the project are experienced in construction projects of this nature.

**OWNER’S PROJECT MANAGEMENT SERVICES COVER LETTER**

Mary C. King, CPA, MBA, SFO  
Chief Operating Officer  
North Kingstown School Department  
100 Romano Vineyard Way, Suite 120  
North Kingstown, RI 02852

Dear Ms. King:

We have read and understand the Request for Proposal, and certify that we have adequate personnel, experience and expertise to fulfill the specified requirements. We further understand that:

1. Our proposal will be judged on the eligibility criteria listed in RFP XX.
2. We must comply with the insurance provisions outlined in the Insurance Exhibit.
3. All information included in, attached to, or required by the Request for Proposal shall be public record upon the designated proposal due date.

As requested, we have attached the following:

1. Evidence of similar experience; references from client companies.
2. Staff resumes and supporting information.
3. An outline of the firm’s proposed approach.
4. Our proposed cost.

Submitted by:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**OWNER'S PROJECT MANAGEMENT  
CONSULTING SERVICES REQUEST FOR  
PROPOSAL INFORMATION SHEET**

**Please complete the information below as concisely as possible, if possible within 2-3 sentences.**

If you wish to provide additional information, please attach and reference location of additional information.

<b>General Information</b>	
<b>Legal Name</b>	
<b>Street Address</b>	
<b>City / State / Zip</b>	
<b>Telephone / Fax</b>	
<b>E-Mail Address</b>	
<b>Primary Contact Name</b>  <b>Contact Information</b>	
<b>Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.</b>	_____
	<b>Signature</b>
	_____
	<b>Title</b>

**Description and Scope of Services**

**Cost**

1. For each major task, identify the:
  - a. Personnel who will be responsible
  - b. Total hourly rate for add-on services, if applicable
  - c. Total, not-to-exceed amount for the task.

2. Identify any enhancements you propose making to the contract that do not increase the cost.

**References**

1. Please submit the names of three public agency references, preferably where similar services have been provided, of comparable size to the District and in Rhode Island. References should identify the type of services that were provided, the contact person, title, current phone number, size of employer and length of time for which services have been provided.

## **INSURANCE EXHIBIT — PROFESSIONAL CONTRACTS**

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "North Kingstown School Department" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District and Chief Operating Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

### **Minimum Insurance Coverage Required**

1. Broad form comprehensive general liability, occurrence form.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability, occurrence form.
4. Professional liability, occurrence form preferred. If issued on claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following the completion.

### **Minimum Limits of Insurance**

1. Comprehensive general liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability: limits of \$1,000,000 per occurrence.
4. Professional liability: limits of \$1,000,000 combined single limit.

### **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retentions must be declared to and approved by the North Kingstown School Department. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

### **Notice of Cancellation or Non-Renewal**

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

### **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Comprehensive General Liability Coverage's:
  - a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain to no special limitations on the scope of protection afforded to the District.
  - b. The contractor's insurance coverage shall be the primary insurance with respect to the North Kingstown School Department. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect Coverage's provided to the North Kingstown School Department.
  - d. Coverage shall state that the contractor's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The insurer shall agree to waive all rights of subrogation against the District for losses arising from the work performed by the contractor for the District.

### **Acceptability of Insurers**

1. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the North Kingstown School Department and the Chief Operating Officer.

### **Verification of Coverage**

The contractor shall furnish the District with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.