

**REQUEST FOR PROPOSALS
FOR AN OWNER’S REPRESENTATIVE/PROJECT MANAGER
AMANI PUBLIC CHARTER SCHOOL**

DATE OF OPENING: May 23, 2025

TIME OF OPENING: 5:00 P.M.

The Amani Public Charter School (“Amani”) is seeking proposals for an Owner’s Representative /Project Manager (“ORPM”).

Amani will receive sealed proposals for ORPM at, or prior to **5:00 P.M. on May 23, 2025**, at 60 South 3rd Avenue, Mount Vernon, New York 10550, ATTN: **Debra Stern, Ed.D.** Proposals received after the stated date and time will be returned to the sender, unopened. Proposals must be submitted in a sealed envelope plainly marked on the outside:

**Owner’s Representative/Project Manager
NAME OF PROPOSER
ADDRESS OF PROPOSER**

Proposals will be opened on the stated date, but will not be read aloud. Any interested party may attend. There will be no discussion at the time of the opening of the proposals.

Proposals are irrevocable for a minimum period of sixty (60) calendar days from the date of the proposal opening. A proposal may not be modified, withdrawn or canceled by a proposer for the 60-calendar day period following the time and date designated for the receipt of proposals without the consent of Amani.

Amani’s Board of Directors reserves the right to reject any or all proposals that it considers not to be in the best interest of Amani.

Please read the attached materials carefully before submitting your proposal. Incomplete or non-responsive proposals may not be considered.

Thank you very much for your cooperation.

**REQUEST FOR PROPOSALS
FOR AN OWNER’S REPRESENTATIVE/PROJECT MANAGER
AMANI PUBLIC CHARTER SCHOOL**

Amani requests proposals from qualified individuals, firms and agencies interested in providing ORPM services during Amani’s **2024-25 and 2025-26** school year(s) with the opportunity for the services to continue into subsequent years.

I. The Scope of Services

The successful proposer will perform the required services during the contract term(s) in accordance with the terms of the ORPM’s responsibilities annexed hereto as Appendix “A” and the Contract Terms set forth in Appendix “C.” As part of the RFP, Proposers should identify in detail the manner in which the services required would be delivered by the individual or firm.

II. The Selection Process.

A. Schedule

Amani anticipates proceeding with the selection process according to the following schedule:

RFP is made available
to prospective proposers: On **May 14, 2025**

Site Visits: By **May 20, 2025**

Submission of Proposals: By **May 23, 2025**

Selection of firm/individual by
Amani’s Board of Directors: On or about **May 27, 2025**

B. Site Visits:

Site visits are optional and may be made by representatives of the proposers by making appointments with **Debra Stern, Ed.D., Executive Director, dstern@amanicharter.org, 914-668-2553**. The submission of a proposal will serve as a representation that the proposer understands the scope of the work required and that it has familiarized itself with the site(s), facilities and local conditions pursuant to which the project(s) will be performed.

C. Proposal Evaluation/Award:

Proposals will be evaluated on the basis of the following criteria:

1. **Qualifications of Proposer:** The successful proposer should demonstrate strong project management skills (both field and office) and have

significant experience and reputation in projects similar to those described in this RFP. Experience and qualifications can be exhibited in the resumes of the proposed staff as well as the work experience of proposer. Experience will be understood to include, but not be limited to, the following:

- i. A history of providing ORPM services with an emphasis on strong experience on projects of similar size and/or scope as the project(s) described in this RFP;
- ii. A history of providing ORPM services on projects of similar size and/or scope as the project(s) described in this RFP;
- iii. A history of providing cost accounting services on projects of similar size and/or scope as the project(s) described in this RFP; and
- iv. Prior experience providing ORPM services for charter school clients and familiarity with the New York State bidding laws, New York State Education Department (“SED”) rules and regulations, SED submissions, and other laws, rules, and regulations that apply to charter schools.

The persons(s) assigned to perform the duties and responsibilities of the ORPM should be available on a daily basis to provide the services required. The person(s) so assigned should possess an extensive knowledge of the construction process in order to perform these duties adequately.

2. Responsiveness of the proposal to the instructions and requirements set forth in this RFP.
3. Costs.
4. Interviews/presentations, if requested by Amani.

The evaluation process is designed to award not necessarily to the proposer of least cost but rather to the proposer with the best combination of attributes based on the above-noted evaluation criteria.

Amani reserves the right to negotiate with any or all qualified proposers or to cancel this RFP in its entirety, if it is in the best interests of Amani to do so. Amani may select as the successful proposal that proposal which, in Amani’s sole discretion and with whatever modifications Amani and a proposer may mutually agree upon, best meets Amani’s requirements.

Amani reserves the right to waive any informality, technical defect, qualification, irregularity or omission in any proposal if, in Amani’s opinion, it is in Amani’s

best interests to do so. Amani reserves the right to accept any proposal by item or component or in part, or at Amani's discretion, reject any or all proposals and re-advertise for new proposals, if in Amani's opinion, the best interests of Amani are promoted.

D. Interview

The award process may include an interview or interviews with **Amani's Executive Director and/or members of its Board of Directors**. The date(s) of the interview(s) will be determined.

III. RFP Procedures:

A. Information:

Questions concerning the RFP and the procedures for responding should be made in writing and directed to **Debra Stern, Ed.D., Executive Director**. All inquiries must be received no later than **May 19, 2025 at 5:00 P.M.** Inquiries received after that date and time will not receive a response.

B. Submission of Proposals:

Proposers must submit an original and two (2) copies of their Proposal. Proposals must be received **no later than 5:00 P.M. on May 23, 2025**, at the Office of Amani Public Charter School, located at 60 South 3rd Avenue, Mount Vernon, New York 10550, ATTN: **Debra Stern, Ed.D., Executive Director**. The Proposal should be clearly identified on the envelope as follows:

**ORPM PROPOSAL
NAME OF PROPOSER
ADDRESS OF PROPOSER**

There is no express or implied obligation for Amani to reimburse proposers for any expenses incurred in preparing proposals or attending pre-proposal site visits or interview(s) in responding to this RFP. A proposal submitted after the stated date and time will not be considered and will be returned to the proposer unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by Amani employees whether sent by mail or personally delivered to Amani.

No proposer has any legal, equitable or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that Amani, in its sole discretion, enters into a contract with the proposer that it selects as the successful proposer.

IV. Proposal Format:

Proposals **must** be submitted in the format outlined in this section. Amani reserves the

right to eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein. This format will allow the evaluation process to proceed efficiently. Each of the described parts and sections must be completed in full.

A proposal must coincide with the parts and sections below and be clearly labeled.

A proposal must contain the following information about the proposer and any independent contractor with which the proposer intends to work on the project(s):

PART 1 – MANAGEMENT AND QUALIFICATIONS

- **Section 1 – Company/Vendor Profile**

This section should state the size of proposer’s firm, the type of firm, the number of years the firm has been in business and operating under the same name, the firm’s background, and the location of the office from which work for Amani will be performed.

- **Section 2 - Team Details**

This section should describe the overall make-up of the project team and a detailed statement as to how the proposer intends to meet the requirements of the agreement between Amani and the successful proposer. Proposers should include a chart depicting the management structure envisioned for the project. Proposer must state the number of team members that it intends will be onsite at all times during all phases of construction.

- **Section 3 – Team Resumes**

This Section should provide qualifications about each member of the team that will be affiliated with the project(s). The proposal will detail each person’s responsibilities for the project(s).

- **Section 4 – Prior Experience**

In this Section, the proposer should list and describe all prior relevant experience of the proposer and members of the project team. In completing this section, the proposer should reference the proposal evaluation criteria set forth in Paragraph II(C) of this RFP. For each prior project, the proposer should provide the information listed below:

- a. Client's name, contact person, and phone number (this will serve as a reference list from which Amani may choose to call and discuss the work provided by the proposer).
- b. Architect of Record.

- c. Total project capital cost.
- d. Type of contract.
- e. Brief description of the project's scope of services and status.
- f. Outline methods and techniques used to maintain the budget and contain costs, if applicable.
- g. Explain how the proposer was able to keep on schedule while minimizing school program disruption, if applicable.

PART 2 – COST

Proposed Cost: Proposals submitted pursuant to this RFP must include the Proposer's cost to perform the services described in this RFP. Fee Proposals must be on a fixed monthly basis. Proposer should affirmatively state its willingness to accrue its monthly fee (without interest or additional cost) pending Amani's receipt and acceptance of construction financing.

The projects will be done in phases and are expected to begin **in mid June 2025**. Currently there is not a schedule of work. The schedule will be forwarded to the awarded Proposer as it becomes available.

PART 3 – INSURANCE

Each proposal must include evidence of the insurance coverage required by Appendix "C."

V. Contract for Services

If Amani makes an award, the successful proposer will enter into a written agreement with Amani ("the Agreement"). The Agreement will be drafted by Amani and will include the contract terms set forth in Appendix "C" to this RFP, incorporate the terms and conditions of this RFP and be subject to the review and approval of Amani's legal counsel. If the terms of this RFP conflict with the terms of the Agreement, the terms more favorable to Amani will prevail.

**REQUEST FOR PROPOSALS
FOR AN OWNER'S REPRESENTATIVE/PROJECT MANAGER
AMANI PUBLIC CHARTER SCHOOL**

APPENDIX "A"

**OWNER'S REPRESENTATIVE/PROJECT MANAGER
SERVICES AND RESPONSIBILITIES**

The ORPM will be responsible for all Amani addition and alteration construction projects and Amani reconstruction projects that may be selected by Amani. Amani reserves the right to change the scope of the work or the selection of projects.

The ORPM will be responsible for representing Amani in all phases of the projects, from inception, planning, design, funding, construction and completion, including the procurement of all necessary governmental approvals. The ORPM will be Amani's advocate, representing its interests throughout the project. The ORPM must have experience in all phases of the construction process, including planning, design, procurement and construction methods. The ORPM must develop a budget and closely monitor project costs. The ORPM will coordinate the architect, engineers and contractors and will communicate with Amani regarding schedules and compliance with the approved timeline.

The ORPM will prepare and submit a comprehensive, confidential report outlining Amani's options for increasing its enrollment and expanding its facilities, including the following:

- Submit a financial analysis for each option.
- Create a timeline for project completion, including impacts upon students and staff.
- Communicate with Amani architects, contractors and consultants on a weekly basis.
- Review design documents and make recommendations regarding feasibility of construction methods, availability of materials and labor, construction costs, and timing of construction.
- Undertake value engineering exercises to determine whether there are alternative methods, materials, or designs that could be used to decrease costs.
- Evaluate the project program, budget, timetable, bidding options and timing of construction.
- Prepare and periodically update and refine construction costs estimates.
- Develop and periodically update a project schedule.
- Provide building and site logistics planning (construction implementation plans).
- Oversee and document all pre-construction site activities including soil borings, mock-ups, asbestos and lead testing, and exploratory activities, *etc.*
- Report regularly to Amani and the Architect regarding construction costs, budget, and schedule and attend Amani meetings, upon request.

- Review of all bid-related documents.
- Review all contract documents and bond and insurance documents submitted by contractors.

Construction phase responsibilities include the following:

- Provide full-time on-site representation for the entire project.
- Provide continuous full-time on-site inspection of construction so as to maintain conformity with the Architect's contract documents.
- Monitor/control the work in progress, coordinate activities, schedules and work of the contractors at multiple sites and resolve disputes.
- Notify Amani and Architect of work that does not conform to the contract documents or applicable laws, rules, regulations, permits or codes.
- Stop construction to prevent non-conforming construction.
- Read and interpret contract documents.
- Conduct weekly job (construction) meetings and prepare and distribute minutes.
- Keep a daily log which includes, but is no limited to all significant events, visitors and occurrences at the job site and transmit same to the Architect and Amani, as required by Amani.
- Coordinate the time of deliveries of materials to the site to prevent interference with school activities.
- Organize, review and certify all payment requisitions and forward same to the Architect for approval.
- Enforce SED "RESCUE Regulations."
- Keep a copy of all approved shop drawings and approved supplementary drawings on site in addition to the contract documents utilized for bidding.
- Oversee and document all required testing.
- Assist with coordination of the work of regulatory agencies.
- Review all requests for information submitted to the Architect for viability and accuracy.
- Maintain communications with Amani and building administration regarding the status of construction.
- Provide written updates or reports of construction progress to Amani.
- Assist Amani, upon request, with the development and completion of all reports required by SED or other governmental entities.
- Maintain accounting records on all construction related work in conjunction with Amani's Business Office.
- Establish and maintain a jobsite safety program, ensure compliance with the safety program, and participate in safety meetings with Amani representatives.
- Implement reasonable methods to control dust, noise, lighting, odor, *etc.*, as required by the contract documents and applicable law.
- Monitor insurance coverage of contractors to ensure policies are current.
- Recommend to Amani and Architect when substantial completion of contractor's work should be recommended for certification and when final

- inspection(s) and punch lists should be made.
- Coordinate any correction and completion of the work.
 - Conduct final inspection(s), as required, and ensure that all punch list items are corrected.
 - Administer completion and handover process.
 - Assist Amani in procuring and exercising guarantees and warranties.
 - Obtain all necessary approvals from all municipal and governmental agencies having jurisdiction over the project.
 - Upon completion of the projects, submit to Amani an electronic compilation of all necessary records and documents.
 - Upon completion, submit an electronic compilation of all budgets, expenditures and punch list items.

**REQUEST FOR PROPOSALS
FOR AN OWNER'S REPRESENTATIVE/PROJECT MANAGER
AMANI PUBLIC CHARTER SCHOOL**

APPENDIX "B"

PROJECT DESCRIPTION

Amani wishes to expand its enrollment from its current 5th grade through 8th grade programs, to include kindergarten through 4th grade. Amani wishes to explore its options in terms of renting, renovating or purchasing additional space to accommodate this increase in student enrollment and staff. The ORPM will provide the following services in support of this project:

Site Search & Negotiation Support

Task 1: Review Previously Completed Background and Understand Needs

- Weekly calls or in-person meetings with clients to discuss open issues and to obtain feedback.
- Analyze key metrics to gain a deeper project understanding of
 - Current school facility needs and projected space needs
 - Existing and projected student enrollment and staff count
 - Amani's operational budget and capital that is available for the new project
 - Location analysis to understand proximity preferences of students and staff
- Identify and develop an understanding of the expansion scenarios being contemplated, including:
 - Analyze each expansion scenario with respect to:
 - Financial Impact – create a financial model to evaluate the financial feasibility of each option
 - Space – complete an assessment of how space requirements are met
 - Timeline – create a high level timeline to evaluate readiness
 - Location – understand how location impacts students and staff
 - Complexity – understand any complexity that should be accounted for
- Meet with Amani's leadership to identify most feasible and desirable options and develop proposed implementation approach, including key steps, necessary team members and other support, along with timeline projection

Task 2: Board Communication, Updates, and Facilitation of Final Decision

- Assist and Short-List vendors including Architects, General Contractors, IT consultants, FF&E vendors, design professionals, kitchen and food service vendors, as needed.
- Guiding client through our report summarizing: proposed approach, schedule, project cost, and financing strategy for the selected options. For each of the potential options, including real world examples and comparison of pros and cons.
- Provide any other requested support to facilitate a productive discussion with Board of Directors

Construction and/or Development phase activities:

Task 3: Design Oversight

- Oversee architect and the rest of the design team to ensure key milestones are met during design
- Participate in weekly meetings / calls with the design team
- Develop agendas and meeting minutes to record decisions and action items
- Coordinate site visits with architects and general contractors
- Work with architects to develop design documents & construction documents
- Manage the quality control and coordination process between architect and general contractors
- Review design development documents with general contractors
- Review CDs to ensure requirements are satisfied before submitting drawings to public agencies

Task 4: Filing and Permitting

- Provide oversight of the government/town filing and permitting process
- Coordinate with the architect and general contractor to obtain construction permits
- Assist in problem solving filing-related issues and make recommendations to Amani Schools

Task 5: Construction

- Participate in weekly meetings / calls with the design team
- Monitor the project schedule and the feasibility of meeting key milestone dates
- Review strategies and work plans with the general contractor and address challenges, as needed
- Process management
- Participate in weekly project meetings to coordinate construction and vendors, discuss questions concerning design and monitor progress against the schedule
- Draft meeting minutes to make sure responsible parties are identified and a time frame for completion of the task is included
- Provide on-site presence during construction meetings with general contractor if needed
- Review project reports and records produced by general contractor
- Review change orders that arise from changes to the project requested by Amani Schools
- Work with architect and general contractor to develop solutions to obstacles that arise and potentially negatively impact the schedule and quality of space that will be delivered to Amani

Task 6: Project Close-Out

- Work with architect and general contractor to create a punch list and monitor its completion
- Verify general contractor provides as-built documents, warranties, and maintenance manuals
- Create a final electronic project binder with documents and necessary records
- Oversee financial close-out, including reception of lien waivers from general contractor
- Produce a final, reconciled project budget for Amani

**REQUEST FOR PROPOSALS
FOR AN OWNER’S REPRESENTATIVE/PROJECT MANAGER
AMANI PUBLIC CHARTER SCHOOL**

APPENDIX "C"

CONTRACT TERMS

1. The successful proposer (“ORPM”) will perform its services consistent with the professional skill and care ordinarily provided by ORPMs practicing in Westchester County, New York under the same or similar circumstances. ORPM will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of each Project.
2. ORPM acknowledges that Amani is a public charter school subject to various laws, rules, and regulations. ORPM represents that it is familiar with and will perform all services in accordance with the applicable laws, rules, and regulations as they pertain to the design, bidding, and construction of capital improvement projects.
3. ORPM represents and warrants that it is financially solvent and experienced in and competent to perform the services set forth herein.
4. ORPM certifies that it has reviewed and is familiar with the policies, rules and regulations of Amani including, but not limited to, Amani's anti-harassment and anti-discrimination policies, rules and regulations and Amani’s Code of Conduct (collectively, “the Policies”). ORPM will cause its employees, representatives, agents, and subcontractors and any other person providing services or present on Amani’s property pursuant to the Agreement (collectively, "ORPM's Service Providers") to review and become familiar with the Policies. Copies of the Policies are available at www.amanicharter.org. ORPM agrees that it will comply with the Policies and will cause ORPM’s Service Providers to do the same.

ORPM HEREBY CONFIRMS THAT, TO THE EXTENT REQUIRED BY LAW, IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

Any allegation that ORPM or one of ORPM's Service Providers has been subjected to harassment or discrimination while providing services or while present on Amani’s property pursuant to the Agreement, must be reported immediately to the Executive Director (or to the Chair of the Board of Directors if the Executive Director is the subject of the allegation or concern). ORPM confirms that it has notified ORPM’s Service Providers of this notification requirement.

5. ORPM will provide and maintain a qualified, on-site field staff with authority to act on ORPM’s behalf, to manage the Project, conform to the scope of services, and ensure that the Work is performed in compliance with the Contract Documents. Amani has the right to interview and approve all employees and contractors of ORPM who will be working on

Amani's property. In the event an individual assigned by ORPM is unacceptable to Amani, ORPM will immediately replace said individual with an individual acceptable to Amani. Amani reserves the right to request the removal from Amani's property of any employee or contractor of ORPM.

6. ORPM will cooperate with the Architect, to further the interests of Amani.

7. **Pre-Construction Phase Services (as applicable)**

- A. Upon the request of Amani or the Architect, ORPM will attend and participate in any meeting held or attended by Amani, Amani's Administration, Amani's Board of Directors, and/or the Architect relating in whole or in part to the Project. Upon the request of Amani or the Architect, ORPM will attend and participate in tours of Amani's facilities and/or the Project.
- B. If applicable, ORPM will provide all assistance reasonably necessary to Amani in connection with the approval of a long-term borrowing for a capital improvement plan and with Amani's efforts to obtain financing. This assistance includes, but is not limited to preparing reports, analyses and evaluations as may be required by Amani, Amani's counsel, underwriters, lenders, or governmental authorities.
- C. ORPM, based upon schematic design documents, design development documents, and Construction Documents will perform the services set forth in this section.
 - 1) ORPM will be familiar with all working drawings, specifications, and other Construction Documents. ORPM will refer all questions or inquiries for interpretation of the Construction Documents, other than those of a routine nature, to the Architect.
 - 2) ORPM will provide recommendations on relative feasibility of scope of construction contracts, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost. ORPM will recommend to Amani alternate approaches to design and provisions for systems, materials and equipment.
 - 3) ORPM will perform a minimum of two Value Engineering Studies. One Value Engineering Study must be performed at the beginning of the schematic design phase to evaluate systems. The second Value Engineering Study must be performed at the completion of the design phase to evaluate details and finishes. ORPM will generate a report for each study which includes: (a) a cost analysis of systems, materials and/or equipment available for use on the Project and a review of the systems, material and/or equipment for constructability; and (b) recommendations for the selection of

systems, details and finishes.

- 4) ORPM, in consultation with Amani and the Architect, will develop a Project Master Schedule that establishes duration and responsibility for all major activities during all phases of the Project. The Project Master Schedule must coordinate and integrate ORPM's services, the Architect's services, Trade/Prime Contractors' responsibilities and Amani's responsibilities. ORPM will provide, for the Architect's and Amani's review and acceptance, periodic updates to the Project Master Schedule, no less frequently than once per week and upon the Architect's and/or Amani's request.
- 5) ORPM will prepare detailed costs estimates for the Work at specific stages of the design of the Project as determined by the Architect and/or Amani. The cost estimates must identify all costs associated with the Project including but not limited to construction costs, land acquisition costs, consulting fees, permit fees, testing and inspection fees, furnishings, equipment, inflation and contingencies.
- 6) ORPM will advise Amani and the Architect on the division of the Work of the Project into individual contracts for certain categories of Work if required pursuant to law. ORPM will review the Contract Documents and make recommendations, as required, to ensure that: (a) the Work of the Trade/Prime Contractors is coordinated; (b) all requirements for the Project have been assigned to the appropriate Trade/Prime Contractor; (c) the likelihood of disputes among Trade/Prime Contractors is minimized; and (d) the Work is coordinated for phased construction.
- 7) ORPM will investigate and recommend a schedule (in writing) of Amani's purchase of materials and equipment requiring long lead time procurement, if applicable.
- 8) ORPM will make recommendations to Amani and Architect concerning the need for and location of temporary construction facilities, equipment, materials and services for use by Trade/Prime Contractors. ORPM, in coordination with the Architect, will prepare and coordinate construction phasing to address Amani's operational requirements. ORPM will review and analyze access routes to the Project site and will develop and coordinate a logistics plan for inclusion in the bidding documents. The logistics plan must address issues including but not limited to site access, construction fencing and temporary facilities and must meet the requirements of applicable laws and regulations.

- 9) ORPM will assist Amani in obtaining building permits and special permits. ORPM will assist Amani and the Architect in connection with Amani's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

8. **Procurement of Trade/Prime Contractors (as applicable)**

- A. ORPM will assist Amani and the Architect in procuring Trade/Prime Contractors.
- B. ORPM will use its best efforts to develop contractor interest in bidding on the Project and make recommendations to encourage identification and participation of qualified contractors who may bid. At no time will ORPM have any discussions with potential bidders concerning the Project except to advise that the Project will be advertised for bid and the location for obtaining the bidding documents.
- D. ORPM will assist Amani and the Architect in establishing bidding and/or negotiation schedules.
- E. ORPM will update the Project Master Schedule to develop a detailed Construction Schedule for inclusion in the bidding documents. The Construction Schedule must include the completion of each item of the Work providing for all major elements of the Project such as phasing of construction and times of commencement and completion required for each Trade/Prime Contractor. The Construction Schedule must include start and finish dates for construction activities and major milestones for each segment of the Work.
- F. ORPM will assist Amani and the Architect in the receipt of bids.
- G. ORPM, in consultation with Amani and the Architect, will schedule, organize, and conduct pre-bid conferences with prospective bidders.
- H. ORPM, in consultation with Amani and the Architect, will evaluate the bids, prepare an analysis of the bids received, and recommend the award of the contract.
- I. ORPM will conduct pre-award conferences with bidders to review their bids.
- J. ORPM will obtain and forward the Trade/Prime Contractor's bonds to Amani's legal counsel for review and approval. ORPM will forward the Trade/Prime Contractor's proof of insurance to Amani's insurance representative for review and approval.
- K. If the bids exceed the Construction Budget for the Work, ORPM will

assist the Architect in modifying the Contract Documents to bring the cost of the Work within the Construction Budget and rebidding the Work.

9. **Construction Phase**

- A. ORPM acknowledges that it will abide by and respect the duties, authority and responsibility of Amani's Architect and will cooperate with the exercise of the powers, duties and responsibilities of the Architect.

- B. ORPM will provide the administrative services set forth below during the construction phase.
 - 1) ORPM will provide written recommendations and advice to Amani, as required, to coordinate the Work of the Trade/Prime Contractors with one another and with the activities and responsibilities of the Architect to complete the Project in accordance with Amani's objectives for cost, time and quality.

 - 2) ORPM will provide experienced personnel and management.

 - 3) In coordination and conjunction with the Architect, ORPM will update the Construction Schedule for completion of each item of Work providing for all major elements such as phasing of construction. ORPM will provide the aforesaid Construction Schedule in sufficient quantities for distribution to Amani, Architect and each of the Trade/Prime Contractors. Consistent with the Construction Schedule to be prepared by ORPM, and utilizing all Trade/Prime Contractors' Construction Schedules, ORPM will prepare a coordinated Construction Schedule incorporating the activities of Trade/Prime Contractors employed to perform the Work. ORPM will update and reissue the Construction Schedules as required, but not less frequently than once each month, to show current conditions and revisions required by actual progress of the Work. The Construction Schedules must be updated more frequently than once each month when necessary and/or upon Amani's request. If an update indicates that the previously approved Construction Schedule may not be met, ORPM will recommend corrective action to Amani and the Architect. ORPM will then hold a meeting with all Trade/Prime Contractors impacted by the schedule and coordinate the various Work activities to have the Trade/Prime Contractors back on the original schedule.

 - 4) ORPM will assist the Architect to achieve satisfactory performance from each of the Trade/Prime Contractors hired to perform the Work of the Project. ORPM will recommend written courses of action to Amani when requirements of a Contract are not being fulfilled, and/or the non-performing party has not taken

satisfactory corrective action.

- 5) ORPM will establish on-site organization and lines of authority to administer the Project.
- 6) ORPM will maintain current records of all documents related to the Project at the Project site in an orderly manner. These records include, but are not limited to drawings, specifications, submittals, samples, schedules, correspondence, meeting minutes/summaries/reports, catalog data, directives, Construction Documents, change orders, construction change authorizations, Architect's supplemental instructions, shop drawings, product data, supplementary drawings, color schedules, requests for payment, requisitions, names and addresses of Trade/Prime Contractors, subcontractors and principal and material suppliers, warranties, material safety data sheets, and project logs. These records must be made available to Amani, upon Amani's request at all times.
- 7) In cooperation with the Architect, ORPM will update and refine the estimate of Construction Cost by submitting a monthly Construction Cost report to Amani showing actual costs for activities in progress and incorporating approved changes as they occur. ORPM will advise Amani if it appears that the Construction Cost may exceed the projected costs by identification of variances between actual and budgeted or estimated costs. ORPM will provide Amani and the Architect with copies of any and all written estimates of Construction Cost prepared by ORPM. ORPM will recommend appropriate alternative courses of action where it is anticipated that the projected costs will exceed the Construction Budget.
- 8) ORPM will maintain cost accounting records of Work on the basis of actual costs of labor and materials. ORPM will establish accounting procedures that coincide with the procedures utilized by Amani. Upon request, ORPM will assist Amani with the development and completion of any reports required by the State Education Department with respect to the Project.
- 9) ORPM will recommend necessary or desirable changes to the Work to the Architect and Amani, review requests for changes, assist the Architect in negotiating Trade/Prime Contractors' proposals, and submit recommendations to the Architect and Amani.
- 10) ORPM will conduct and schedule periodic project meetings with Amani, Architect, and Trade/Prime Contractors, which meetings will be weekly during the construction period. ORPM will prepare and distribute to Amani and the Architect summary reports of the

meetings within two business days of the meeting.

- C. ORPM will provide the following services during the construction phase in connection with the Trade/Prime Contractor's Work.
- 1) ORPM will monitor the Work of Trade/Prime Contractors to determine adequacy of workforce and equipment, conditions which may cause delay in the completion of the Work, and the availability of necessary materials and supplies. On a daily basis, ORPM will observe the progress and quality of the Work as is reasonably necessary at each stage of the Work to reasonably determine that it is proceeding in accordance with the Construction Documents. ORPM will designate a senior manager to be on site daily and continuously during the construction phase.
 - 2) ORPM will determine, in general, if the Work of each Trade/Prime Contractor is being performed in accordance with the requirements of the Construction Documents. As appropriate, ORPM will make recommendations to the Architect regarding special inspection or testing of Work not in accordance with the provisions of the Construction Documents whether or not the Work has been fabricated, installed or completed. ORPM will notify Amani and the Architect(s), if in his/her/its opinion, the Work does not conform to the Construction Documents or requires special inspection or testing. ORPM upon agreement with Amani and Architect, will reject Work which does not conform to the requirements of the Contract Documents.
 - 3) ORPM, in conjunction with the Architect, will develop and implement a procedure for the review and processing of Trade/Prime Contractor payment applications.
 - 4) ORPM, in consultation with the Architect and Amani, will develop and implement a system for review and processing of change orders. ORPM will estimate the cost of all change orders, ensure the validity of the change orders, and negotiate the cost of the change orders with the Trade/Prime Contractors.
 - 5) ORPM will receive and review, if applicable, and forward to Amani with any ORPM recommendations, the safety programs developed by each Trade/Prime Contractor. As between ORPM and a Trade/Prime Contractor, the Trade Prime Contractor is solely responsible for the Trade Prime Contractor's safety precautions and programs. ORPM's responsibilities will not extend to direct control over or charge of the acts or omissions of the Trade/Prime Contractors or any other person performing portions of the Work and not directly employed by ORPM. If, however, ORPM observes any safety program or action at the site which it believes

improper or in violation of applicable law or rules, ORPM will immediately advise Amani in writing.

- 6) ORPM will record the progress of the Trade/Prime Contractors' Work. ORPM will, on a weekly basis, consult with Amani regarding the foregoing at the weekly Project meetings.
- 7) ORPM will submit weekly written progress reports to Amani and the Architect, including information on each Trade/Prime Contractor and each Trade/Prime Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders.
- 8) ORPM will forward to the Architect, the Trade/Prime Contractors' requests for extensions of time, together with its observations as to merit of such requests.
- 9) ORPM will maintain a daily diary or log book recording each Trade/Prime Contractor's time and activities related to the Project, the weather conditions, the nature and location of Work being performed, and specific observations. ORPM will record in the daily log an occurrence or Work that might result in a claim for a change in the contract sum or contract time. From time to time, ORPM will supplement the daily log or log book with photographs and/or video taping of the progress of the Work so that a pictorial history of the progress of the job is maintained, photographs and/or video must also be made of defective, delayed and incomplete Work when the same is discovered. Additionally, ORPM will maintain a list of visitors, their titles, and the times and purposes of their visits. On a periodic basis, or as requested by Amani, ORPM will forward copies of its daily log to Amani and Architect.
- 10) ORPM will arrange for or secure services necessary for delivery and storage for Amani-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. ORPM will coordinate, monitor, and document for testing, calibration and start-up of all equipment and building systems. ORPM will witness and report on each start-up and testing procedure performed. ORPM will arrange for the appropriate testing and coordinate necessary testing with Municipal Authorities, as required.
- 11) When ORPM considers each Trade/Prime Contractor's Work or a designated portion thereof sufficiently complete for the preparation of a punch list, ORPM will prepare for the Architect a list of incomplete or unsatisfactory items to be evaluated by the Architect. ORPM will coordinate the correction and completion of the Work.

- 12) ORPM will review lists(s) of items to be completed or corrected by Trade/Prime Contractor(s), including but not limited to “punch lists”, ORPM will observe and record the progress of each Trade/Prime Contractor toward the completion of the Work required by said lists. ORPM will advise Amani of the progress of such Work.
- 13) ORPM will notify the Architect when the Work is substantially completed. ORPM will prepare for the Architect a summary of the status of the Work of each Trade/Prime Contractor.
- 14) ORPM will evaluate the completion of the Work of the Trade/Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. ORPM will assist the Architect in conducting final inspections, and assist in securing for Amani required guarantees, warranties, affidavits, releases, bonds and waivers and will deliver all keys, manuals, record drawings and maintenance bonds to Amani.
- 15) ORPM will assist Amani in connection with the monitoring of the certificates of insurance for all required insurance policies to ensure that they are kept current and in effect.

D. ORPM will also perform the services set forth below during the period of this Agreement.

- 1) ORPM will review any specified construction or installation procedure submitted (including those recommended by any product manufacturer) to be used by the Trade/Prime Contractors.
- 2) ORPM is responsible for monitoring of portions of Work performed by the Trade/Prime Contractors to determine, in general, that the Work is in proper condition for installation of subsequent Work.
- 3) ORPM will enforce strict discipline and good order among the Trade/Prime Contractors.
- 4) ORPM will maintain a list of the names, addresses and telephone numbers of personnel of the Trade/Prime Contractors who can be contacted in the event of an emergency at the Project site.
- 5) ORPM will require that the Trade/Prime Contractors confine their respective Work to areas at the site permitted by law, ordinance, permit and the Contract Documents and that the Trade/Prime Contractors do not unreasonably encumber the site with material or equipment.

- 6) ORPM will require that the Trade/Prime Contractors have and/or store at the Project site only material and equipment necessary for the Work. After material or equipment is no longer required for the Work, ORPM will require the Trade/Prime Contractors to promptly remove the materials or equipment from the Project site.
 - 7) ORPM will monitor all required temporary access walkways, both interior and exterior, temporary partitioning and the like necessary to complete the Work. ORPM will ensure that the Trade/Prime Contractors maintain unobstructed entrances and/or exits from buildings and/or structures.
 - 8) ORPM will require that workers on the Project site do not use any existing facilities at the site, including without limitation, lavatories, toilets, entrances and parking areas other than those designated by Amani.
 - 9) ORPM will require that Trade/Prime Contractors park/store only vehicles and equipment necessary for Work within the Work area and Project site.
 - 10) ORPM will require that Trade/Prime Contractors keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, ORPM will require that all waste materials, rubbish, tools, construction equipment, machinery and surplus materials are removed from the site by the Trade/Prime Contractors.
10. ORPM must submit monthly invoices (in a form and substance satisfactory to Amani) for the services provided under this Agreement. Invoices shall accrue and not be paid until Amani secures construction financing. **Compensation for Additional Services of ORPM's consultants will not be paid unless the invoice submitted by ORPM includes a detailed written explanation of the basis for each Additional Service and adequate supporting documentation is attached thereto, including, but not limited to invoices and receipts received from third parties. Compensation for services being performed on the basis of hourly rates will not be paid unless the invoice submitted by ORPM includes the date of the services, the name and title of each employee performing services, the length of time expended by each employee, and a detailed description of the services.**
 11. Records of costs pertaining to services performed must be kept by ORPM on the basis of generally accepted accounting principles and must be available to Amani or Amani's authorized representative at mutually convenient times.
 12. This Agreement may be terminated "for cause" by Amani upon the occurrence of any of the following events:

- A. Immediately upon Amani delivering written notice to ORPM of a breach by ORPM of any of the policies, rules and regulations of Amani relating to the health or safety of students or Amani's employees;
- B. Automatically upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents by ORPM, and upon the filing of an involuntary petition in bankruptcy against ORPM which is not dismissed within 60 calendar days of filing;
- C. Immediately upon ORPM's breach of its obligations to provide the insurance coverage set forth in this Agreement;
- D. Immediately upon ORPM's breach of any of its obligations under, or violation of, any applicable state or federal law or regulation; or
- E. Fifteen calendar days after ORPM has written notice from Amani that it has breached any of its other obligations hereunder, unless within such 15 day period ORPM cures such breach to Amani's satisfaction.

Amani may terminate this Agreement upon not less than 15 calendar days' written notice to ORPM for Amani's convenience and without cause.

- 13. This Agreement is subject to, governed by, enforced according to and construed according to the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising under this Agreement must be litigated in the Supreme Court, Westchester County, New York.
- 14. The Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement. The Agreement may be executed by facsimile or PDF signature, each of which will constitute an original for all purposes.
- 15. By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law § 165-a(3)(b).
- 16. To the fullest extent permitted by law, ORPM indemnifies and will defend and hold harmless (with counsel selected by Amani) Amani, its employees, agents, representatives and members of the Board of Directors from and/or against all claims, suits, damages, liabilities, losses and expenses (including, but not limited to, reasonable attorney's fees and disbursements) to the extent arising out of or resulting from any omission, fault, or neglect of ORPM, or any subcontractor of ORPM, excluding any claims, damages, losses and expenses arising from and limited to the extent of Amani's negligence.

In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph, Amani will promptly notify ORPM of such legal proceeding, claim or demand, and give ORPM an opportunity to defend same and settle same without any cost to Amani, and will extend reasonable cooperation to ORPM in connection with such defense, which will be at the expense of ORPM. In the event that ORPM fails to defend the same within a reasonable length of time, which for this purpose may not exceed thirty (30) calendar days, Amani is entitled to assume the defense thereof, and ORPM is liable to repay Amani for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of Amani to notify ORPM of a legal proceeding, claim or demand, will not relieve ORPM of any obligation that ORPM has pursuant to this paragraph unless and only to the extent that the failure to notify ORPM materially prejudices ORPM.

ORPM agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of Amani (which consent will not be unreasonably withheld).

All of the provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

17. Any notices required or permitted to be given under the terms of this Agreement must be in writing and either personally delivered or sent by nationally recognized overnight carrier to the parties at the following addresses:

To ORPM:

To Amani:

Amani Public Charter School
60 South 3rd Avenue
Mount Vernon, New York 10550
Attn: **Executive Director**

With a copy to:

Bond, Schoeneck & King, PLLC
225 Old Country Road
Melville, New York 11747

18. ORPM may not assign, sublet or transfer any interest in this Agreement without the written consent of the other.
19. This Agreement represents the entire and integrated agreement between Amani and ORPM and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Amani and ORPM.
20. Nothing contained herein will be deemed to create any contractual relationship between ORPM and the Architect or any of the Trade/Prime Contractors, subcontractors or material

suppliers on the Project; nor will anything contained in this Agreement be deemed to give any third party any claim or right of action against Amani or ORPM which does not otherwise exist without regard to this Agreement.

21. ORPM must obtain and keep in full force and effect during the Term of this Agreement, the following insurance:

- A. Commercial General Liability Insurance:
\$1,000,000.00 per occurrence/\$2,000,000.00 aggregate (per project basis)
\$2,000,000.00 products and completed operations
\$1,000,000.00 personal and advertising injury
\$100,000.00 fire damage
\$10,000.00 medical expense.
The commercial general liability policy must be written on an occurrence basis and must include all major divisions of coverage and be on a comprehensive basis including, but not limited to (1) blanket contractual liability ORPM has assumed pursuant to this Agreement (including indemnification obligations); (2) completed operations/products liability; (3) broad form property damage and loss of use; (4) explosion, collapse and underground, where applicable; (5) premises; and (6) operations. The commercial general liability insurance policy must include coverage for sexual misconduct.
- B. Automobile Liability: \$1,000,000.00 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- C. Workers' Compensation and New York State Disability: Statutory Worker's Compensation (C-105.2 or U-26.3) and New York State Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- D. ORPM's Professional Errors and Omissions Insurance: \$2,000,000.00 per occurrence/\$2,000,000.00 aggregate for the professional acts of ORPM performed pursuant to this Agreement. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Agreement. Coverage must remain in effect for two years following the completion of the Work. If ORPM is providing or managing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.
- E. Umbrella/Excess Insurance: \$5,000,000.00 each occurrence and aggregate. Excess coverage must be on a follow-form basis.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, ORPM hereby agrees to effectuate the naming of Amani as an additional insured on ORPM's insurance policies, with the exception of its Workers' Compensation, New York State disability, and

professional liability policies. Each policy naming Amani as an additional insured must be from an A.M. Best rated “A-” or better insurer, licensed in New York State. ORPM’s insurance policies must state that ORPM’s coverage is primary and non-contributory coverage for Amani, its Board, employees, and volunteers with a waiver of subrogation in favor of Amani for all coverages including Workers Compensation.

Amani must be listed as an additional insured by using standard or other endorsements that extend coverage to Amani for on-going operations (CG 20 38) and products and completed operations (CG 20 37). Completed copies of the endorsements must be attached to the certificate of insurance to include General Liability, Auto Liability and Umbrella/Excess coverages. The decision to accept an endorsement rests solely with Amani.

ORPM must submit to Amani certificates of insurance and copies of endorsements indicating the required coverages for Amani’s approval prior to the commencement of any Work. The certificate of insurance must describe the specific services provided by ORPM that are covered by the commercial general liability policy and the umbrella/excess policy. At Amani’s request, ORPM will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms.

ORPM must notify Amani in writing thirty (30) calendar days prior to any lapse in coverage. Upon ORPM’s acquisition of a new, renewed, or modified policy, ORPM must file with Amani a copy, or a certificate evidencing the procurement, of such policy.

ORPM hereby indemnifies Amani for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of ORPM, to the extent not covered by the applicable policy. If a policy is written on a “claims-made” basis, the retroactive date must pre-date the inception of this Agreement.

ORPM acknowledges that failure to obtain such insurance on behalf of Amani constitutes a material breach of the Agreement and subjects ORPM to liability for damages, indemnification and all other legal remedies available to Amani. ORPM must provide Amani appropriate proof evidencing that the above requirements have been met, prior to the commencement of Work by ORPM. The failure of Amani to object to the contents of a certificate or absence of same is not a waiver of any and all rights held by Amani or obligations of ORPM hereunder.