

**Regional School District No. 12
Bridgewater, Roxbury and Washington, Connecticut**

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION SERVICES

FUEL OIL TANK REMOVAL AND INSTALLATION PROJECT

JUNE 19, 2020

REGIONAL SCHOOL DISTRICT NO. 12

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. INTRODUCTION

The Board of Education (the “**BOE**”) of the Regional School District No. 12 (the “**District**”) is inviting qualified contractors to submit proposals for the removal of underground fuel oil tanks and installation of new above ground fuel oil tanks at the Washington Primary School located at 11 School Street, Washington, Connecticut (the “Washington Site”) and the Booth Free Elementary School located at 14 South Street, Roxbury, Connecticut (the “Roxbury Site”) (collectively, the “Project”). The Project is described in more detail in Section 4 of these Instructions for Submission of Proposal (the “Instructions”).

This opportunity has been publicly advertised through the Invitation to Submit Proposals attached as Exhibit F. The Project will be awarded to the Contractor determined and selected by the District in the manner described in Section 7 of these Instructions.

The BOE reserves the right to amend or withdraw this Request for Proposals (RFP) for any reason (including, but not limited to, the failure of the BOE to approve the Project by vote at referendum or the lack of funding for the Project), to accept or reject any or all Proposals, to waive any informalities or non-material deficiencies in any Proposal submission, to award or not award a contract in connection with this RFP, to negotiate with one or more Contractors as permitted by the BOE’s purchasing policies and applicable law, and to award a contract to the Contractor as deemed by the BOE to be in the best interest of the BOE and the District.

2. SCHEDULE

- 2.01 A mandatory walkthrough of the Washington Site and Roxbury Site work areas shall take place at **10:00 AM on June 23, 2020**. Contractors should report to the Washington Site first at 10:00 AM with the Roxbury Site to follow immediately thereafter. Any Contractor that fails to attend the walkthrough will be disqualified and any Proposal submitted by such Contractor will be rejected and returned to the Contractor.
- 2.02 All Requests for Information must be received no later than **12:00 PM on June 26, 2020** by Donald O’Leary, Director of Facilities, at olearyd@region-12.org .
- 2.03 Addenda will be issued no later than **2:00 PM on June 26, 2020**.
- 2.04 Proposals are due on 11:00 AM on **June 29, 2020** (the “**Submission Deadline**”) at which time the BOE will open the Proposals publicly in a live online environment.
- 2.05 The Board intends to award the Contract on or around **June 30, 2020** and to issue a notice to proceed shortly thereafter.
- 2.06 The Substantial Completion Date for the Project must be coordinated with the Director of Facilities with consideration given to the winter heating season.

3. CONTENTS OF PROPOSALS

3.01 Proposals must include the following:

Completed and fully executed Proposal Form attached hereto as Exhibit A. The Proposal Form must be executed by a duly authorized representative of the Contractor having legal authority to contract on behalf of the Contractor.

The information and documents listed on Exhibit B.

3.02 Please note the Selection Process described in Section 7 of these Instructions.

3.03 The Board is tax exempt. The sales or use tax on materials or supplies exempted by regulations of the Connecticut Department of Revenue Services shall not be included as part of a price proposed by the Contractor for the Project (the “Project Price”).

3.04 The term “Proposal Documents” shall mean and include these Instructions for Submission of Proposal and all exhibits and schedules attached hereto and such other documents and information as may otherwise be incorporated herein by reference.

4. SCOPE OF THE WORK

4.01 The scope of the work for the Project is described on Exhibit D (the “Work”).

5. ADDENDA/INTERPRETATIONS/RFIS/SUBSTITUTIONS

5.01 Interpretations/Requests for Information

- Contractors requiring information regarding, clarification or interpretation of the Proposal Documents shall make a written request to the BOE by email to Donald O’Leary, Director of Facilities, at olearyd@region-12.org . Responses to such requests shall be provided by the BOE by way of Addenda.

5.02 Substitutions

- The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- Requests for substitutions shall be made to the BOE by email to Donald O’Leary, Director of Facilities, at olearyd@region-12.org and shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be

included. The burden of proof of the merit of the proposed substitution is upon the Contractor. The Board will provide notice of any approved substitutions by way of Addenda.

5.03 Addenda

- Addenda will be posted on the BOE's website: www.region-12.org.
- Interpretations or changes to, or corrections of, the Proposal Documents, or substitutions made in any manner other than by way of an Addendum will not be binding, will be of no force and effect and Contractors shall not rely upon them.

6. DELIVERY OF PROPOSALS

6.01 Due to the COVID-19 Pandemic, Proposals will not be accepted by in person delivery. All Proposals should be emailed to Nicole Grant, Director of Finance, at grantn@region-12.org by the Proposal Deadline. The BOE has no responsibility for any delays caused by the delivery process. The subject line of the Proposal delivered by email shall state: "**Response to RFP for Fuel Oil Tank Removal and Installation Project**".

6.02 Proposals must contain the items described in Section 3 of these Instructions.

7. SELECTION PROCESS

7.01 Proposals will be opened on **June 29, 2020 at 10:00 AM**. Due to the COVID-19 pandemic, **the proposal opening will take place by way of a virtual platform using Zoom**. No Contractor may withdraw a proposal within 60 days after the date that the proposals are opened.

7.02 The BOE will be responsible for evaluating the proposals and for the selection of the Contract awardee. The evaluation criteria shall include (i) the quality of the Contractor's references, and (ii) the contents of the Contractor's Proposal submission. The BOE will award the Contract to the Contractor the BOE believes to offer the best combination of price and quality. **The BOE is not required to award the Contract to the Contractor submitting the lowest Proposal Price and this selection process may result in the award of the Contract to other than the lowest Contractor if determined by the BOE to be in the best interests of the District.**

7.03 Any Proposal not including the attendant submissions required hereunder shall be considered unresponsive and may be rejected by the BOE.

7.04 The BOE also reserves the right to negotiate further with one or more of the firms as to any features of their Proposals and to accept modifications and clarifications of the Proposal when such action will be in the best interests of the District.

7.05 Contractors whose Proposals are deemed unacceptable will be notified promptly.

8. THE CONTRACT

8.01 The BOE intends to use, and the successful Contractor will be required to execute and deliver, a contract in a form substantially similar to the contract attached as Exhibit E (the “**Contract**”), to contract for the Project. Notwithstanding the foregoing, the BOE reserves the right to further modify the Contract prior to its execution. If a Contractor has objections to any of the terms and conditions of the Contract, such objections should be specifically identified and included in the Proposal submission.

8.02 Please refer to the Contract for important terms and conditions that are applicable to the Project such as markup limitations for changes in the scope of the Work, liquidated damages, indemnification obligations and other important rights and obligations.

9. INSURANCE REQUIREMENTS

9.01 The insurance requirements to be met by the successful Contractor are set forth on Exhibit G to this RFP.

10. FURTHER INFORMATION AND REQUIREMENTS

10.01 NONDISCRIMINATION

The BOE prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1991; and applicable state laws.

As part of its Proposal submission each Contractor shall submit the signed Statement of Policy attached hereto as Exhibit H confirming the Contractor’s equal opportunity policies.

10.02 BACKGROUND CHECK REQUIREMENTS AND STUDENT SAFETY

The successful Contractor will be required to comply with all applicable laws including, without limitation, the requirements set forth on Exhibit I hereto.

10.03 PREVAILING WAGE LAW AND PAYROLL CERTIFICATION

This Project may be subject to the prevailing wage requirements of the State of Connecticut (CGS §31-52). The applicable Wage Rates are attached hereto as Exhibit J.

If the cost of removal and installation at either site exceeds \$100,000, the wages paid on an hourly basis to any mechanic, laborer or worker employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or

contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

To the extent required pursuant to Connecticut General Statute Section 31-53b, the contract awardee shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

10.04 PERFORMANCE AND PAYMENT (LABOR AND MATERIALS) BONDS

If the contract awarded in connection with this RFP exceeds Two Hundred Thousand and 00/100 Dollars (\$200,000.00), the successful Contractor will be required to furnish Performance and Payment (Labor and Material) Bonds, each in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the contractor's obligations under the contract documents. Bonds shall be in the forms prescribed by law or regulation and shall be acceptable to the BOE.

Bonds shall meet the requirements of the applicable Connecticut General Statutes, including but not limited to Sections 49-41, 49-41a, and 49-42 with regard to the Payment Bond and Section 38a-290 with regard to the Performance and Payment Bonds. The Performance Bond shall meet the three (3) year minimum requirement set forth in Section 38a-290 of the Connecticut General Statutes. Surety companies executing Bonds must appear on the United States Treasury Department Circular Number 570, as amended, and be authorized to transact business in the State of Connecticut. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.05 PROHIBITED INTEREST

No member, officer or employee of the BOE, or member of a local public agency having jurisdiction within the BOE, during his or her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.

EXHIBITS TO THESE INSTRUCTIONS:

- Exhibit A:** Proposal Form
- Exhibit B:** Submission Requirements
- Exhibit C:** Form of Bid Bond
- Exhibit D:** Scope of the Work
- Exhibit E:** Form of Contract

- Exhibit F:** Invitation to Submit Proposals
- Exhibit G:** Insurance Requirements
- Exhibit H:** Statement of Policy re: Equal Opportunity
- Exhibit I:** Background Check Requirements and Student Safety
- Exhibit J:** Wage Rates
- Exhibit K:** Non-collusion Affidavit

Exhibit A

Proposal Form

Regional School District No. 12

Project: Fuel Oil Tank Removal and Installation Project
Booth Free School and Washington Primary School

The undersigned hereby proposes and agrees to fully perform the work for the Project including , without limitation the Base Proposal Items within the time stated in the Instructions and in accordance with the Proposal Documents for the Base Proposal amount set forth below.

Base Proposal Items includes: All labor, materials, services, and equipment necessary for completion of the work for the Project as described in Proposal Documents and the Instructions which shall include, without limitation, the removal of an underground fuel oil tank and installation of a new above ground fuel oil tank at each of the above referenced schools, and all other components of the work described in the Proposal Documents.

Base Proposal Amount Washington Primary School:

Lump sum amount of _____ Dollars (\$_____)

<u>Unit Prices:</u>	Unit	Unit Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names of Subcontractors to be utilized on the Project:

Receipt of Addenda Acknowledged:

Addendum No. 1 dated June _____, 2020

Addendum No. 2 dated June _____, 2020

Signature

Base Proposal Amount Booth Free School:

Lump sum amount of _____ Dollars (\$_____)

<u>Unit Prices:</u>	Unit	Unit Price
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names of Subcontractors to be utilized on the Project:

Receipt of Addenda Acknowledged:

Signature

Addendum No. 1 dated June _____, 2020

Addendum No. 2 dated June _____, 2020

By its signature below, the undersigned hereby:

1. Agrees and warrants that if selected as contract awardee for the Project, undersigned shall, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the BOE, execute a contract in accordance with the terms of this Request for Proposal and the Instructions;
2. Represents that the undersigned has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit K, and any Addenda;
3. Certifies that, as _____ (Title/Capacity) of the Contractor, all of the information and material included in the Contractor's submission is complete, accurate, and true; and
4. Understands the terms and conditions of the Proposal Documents, and understands that, if any information submitted by or on behalf of the Contractor is found to be incomplete, inaccurate, or false, or if any attempt to mislead the BOE is discovered, either during the evaluation or subsequent to any award, the same may result in the disqualification of the Contractor and/or the immediate termination of the Contract.

Signed this ____ day of June, 2020 by:

Contractor: _____

By _____

Its (Title): _____

Print Name: _____

Exhibit B

Submission Contents

Proposals should include the following information and documents organized and presented as provided and in the form listed below:

1. Contractor Identity and Contact Information: Provide basic information regarding the identity and contact information of the Contractor.
2. Contractor's History and General Qualifications: Provide a general statement of the Contractor's history and qualifications for the Project.
3. References: Provide references and the other information for at least three projects the Contractor has completed or is currently working on preferably for educational institutions located in Connecticut which projects are similar in character and scope to the Project. [Use Exhibit B-1] By submission of a proposal in response to the RFP, each Contractor authorizes the BOE to contact the Contractor's disclosed references regarding the services performed by the Contractor in each case.
4. Financial Capability: Evidence that the Contractor is financially stable and capable of performing the Work and completing the Project.
5. Litigation: Descriptions of all pending and threatened litigation or arbitration in which the Contractor is named as a party as well as any judgments entered against the Contractor during the last five years. [Use Exhibit B-2]
6. Along with the information to be provided above, the Contractor shall submit the following:
 - Fully completed Proposal Form [Use Exhibit A]
 - Proposal Bond [See Exhibit C] if total project costs exceeds \$500,000
 - Completed and Executed Non-Collusion Affidavit [Use Exhibit K]
 - A list of the names and addresses of proposed subcontractors that will perform any part of the work for the Project on behalf of the Contractor. The BOE reserves the right to reject any or all proposed subcontractors. In the event the BOE so rejects any or all subcontractors proposed by a Contractor, such Contractor may, notwithstanding anything to the contrary in these Instructions, withdraw its Proposal without penalty. The BOE hereby reserves the right to allow a Contractor whose subcontractor or subcontractors are rejected hereunder, to re-submit a Proposal with subcontractors acceptable to the BOE.
 - Schedule of Values allocating the Proposal price to all individual line items identified on AIA Form Document G703 as are applicable to the work of the Project.

Exhibit B-1

REFERENCE CHECK

Please provide three (3) references:

1. _____
Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

2. _____

Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

3. _____

Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

Exhibit B-2

PENDING OR THREATENED LITIGATION

For cases pending, please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Status

JUDGMENTS

Please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Amount of Judgment

(Attach additional sheets, if necessary.)

Exhibit C

Form of Bid Bond

NOT APPLICABLE

Exhibit D

REGIONAL SCHOOL DISTRICT NO. 12 ("Region 12")

SCOPE OF WORK

for

UNDERGROUND STORAGE TANK (UST) REMOVAL & ABOVEGROUND STORAGE TANK (AST) INSTALL

General Overview

Regional School District No. 12 has issued a Request for Proposal for the removal of (2) underground storage tanks and the installation of (2) aboveground storage tank and the required site restoration. One each of the tank is located at Washington Primary School in Washington, Connecticut and Booth Free School in Roxbury, Connecticut. **The work shall be priced separately for each location.** The selected Contractor will need to submit and cover fees for any required permits to complete the work. The selected Contractor will work with the Director of Facilities of Region 12, CTDEEP and the Fire Marshalls of the Towns of Washington and Roxbury, Connecticut Building Departments. Contractor shall be responsible to comply with all applicable laws and regulations and coordination with all officials. The Contractor shall minimize disruptions of Region 12 operations during UST removal and AST installation.

General Working Conditions

During the term of the project, Contractor shall:

- keep driveways and entrances serving the premises clear and available to the Region 12 staff and emergency vehicles at all times and shall not use these areas for parking or storage of materials;

- schedule deliveries to minimize space and time requirements for storage of materials and equipment on site; and

- maintain existing egress patterns, exit doors and means of egress during construction, which will include the provision of temporary walkways, sidewalks, or other means necessary to provide adequate life safety for the building occupants, particularly at exit ways which must continue to be open and serviceable while adjacent construction activity occurs.

The administrative and maintenance staff of Region 12 will occupy the site and existing buildings during the construction. Contractor shall notify Region 12 not less than 72 hours in advance of activities that will affect Region 12 operations.

The Contractor shall insure that all work performed is done so in a safe manner and that all employees of Contractor and any subcontractor shall adhere to all applicable safety procedures and practices at all times. Particular care shall be taken by the Contractor, Subcontractors and all those in their employ, that all tools, equipment, ladders, etc. are never left unsupervised.

Scope of Project

The Contractor shall provide all necessary permits, labor, material and required equipment to remove the following underground storage tanks and install aboveground fuel storage tanks per local and State of Connecticut DEEP requirements, a complete turn-key operation. The scope of project is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

Time for Completion

Work may commence upon Region 12’s issuance of a Notice to Proceed. The start and end dates must be coordinated with the Director of Facilities with consideration given to the winter heating season.

Work schedules shall be Monday through Friday 7:30 A.M. to 6:30 P.M. Weekend work must be approved by the local Town Selectman.

Description - Underground Storage Tank (UST) Removal & Existing Pumps

The project includes the removal and disposal of one existing UST at each site, remaining product in tanks, pumps, concrete slabs, including all piping and vent lines associated with the existing tanks. Backfill material shall consist of DOT approved (non-recycled) 1¼” process. Degree of compaction shall be 95% in all excavated areas. Lift thickness of material shall not exceed six inches. Contractor shall appropriately test for soil contamination, remove up to (2) cubic yards of soil if necessary, and properly dispose of contaminated soil off site pursuant to all applicable laws and regulations.

Based upon available information, the existing UST are made of fiberglass and were installed in 1989.

The UST are as follows:

Location	Size (gallons)	Contents	Approximate Product Volume (gallons)
Washington	10,000	Heating Oil	Unknown
Roxbury	2,000	Heating Oil	Unknown

Description - Aboveground Storage Tanks Install

The project includes installation of 2 ASTs, one at each location. Washington requires a 5,000 gallon tank, while Roxbury will requires a 2,000 gallon tank. Contractor to supply appropriately sized new tanks that are UL-142 rated horizontal cylindrical or rectangular double wall steel fuel oil tank, Highland Tank or Container Solutions Tank or equivalent with a minimum of (1) year warranty on tank and labor. The tank shall include the following minimum items, ladder and platform for fill access, mounting cradle if needed, a built in spill containment with a 6” fill, an 18” manhole, an appropriately sized primary vent, a 2” mechanical gauge level opening, a 4” electronic gauge level opening, 2” internal interstitial monitor pipe, grounding lug, 2” suction pump opening and lifting lugs or locations appropriately sized and placed by the manufacturer. All openings shall be capped until needed. In addition, provide labor and materials to make the necessary connections from the newly installed tank to the interior boiler feed and/or return lines. The materials used shall be copper type ‘L’, with braised fittings from the tank to the feed and or return line locations. Please note, at the Roxbury location, the lines shall be installed from the tank to the boiler room overhead and will require support and stabilization. The boiler room wall will need to

be cored to install the new copper lines at the Roxbury location. Remove any overhead existing fuel supply or return lines and cap any underfloor fuel supply and/or return lines in the spaces at floor level. All lines shall be pressure tested to allow for no leaks.

Description – Site Preparation and Restoration

Provide labor and materials to prepare and finish landscape the new location as designated by the Director of Facilities for installation of new reinforced concrete slab to secure AST. Remove topsoil and store on site in area that will not interfere with school operations for use in finish landscape work (coordinate with Director of Facilities). Remove soils to a depth that will allow for a level concrete pad to be located within seismic zone 2A as described by The Steel Tank Institute at <https://www.acetank.com/wp-content/uploads/2014/03/Pad-Specifications.pdf> (“STI Standards”). Construct the pad per the STI Standards including lag bolts (minimum steel grade of A307) for securing the new tank to be installed to code. Coordinate the pad size to be sufficient for installing the tank with fill ladder and platform being supplied. Any fill shall be consistent with the type necessary to provide the proper soil bearing capacities necessary to accomplish the work per STI Standards. Finish landscape around the pad and any disturbed areas to include topsoil replacement and contractor grade seed. Remove any excess materials from the above operation and properly dispose of the excess materials in accordance with law.

Description – General

Closure sampling tank report is required (3rd party Environmental firm).

Bid bond and payment bond is NOT required.

Prevailing Wage is applicable if total cost at either location exceeds \$100,000.

Contractor should NOT include cost of permits required by the Towns of Washington and Roxbury, *only*.

Scope of Work Inclusions and Exclusions

The Contractor is to supply a detailed itemized list of work included in their lump sum proposal.

The Contractor is to supply a detailed list of work excluded in their lump sum proposal.

Alternates

Proposal shall include optional cost saving suggestions and options to the Project as recognized by the Contractor during the investigation and design phase.

Contractor shall provide additional or deduct pricing for the items listed below. Any add-on or deducted alternate selected by the District will be added or deducted from the base price for the Project, as appropriate. The resulting balance will be considered the final total price offered by Contractor.

Adds	N/A
Deducts	Contractor shall provide deduct prices to supply certified used ASTs which otherwise meet the requirements described above.

Warranty

Manufacturer and/or contractor warranty specifications should be identified and included with the additional specification details.

Certifications/Qualifications

The Contractor must be certified to install AST. The Contractor shall be certified by the AST manufacturer, if the AST manufacturer's warranty requires the Contractor to be certified by them, if not required by the warranty then the Contractor may be certified by a petroleum equipment association instead of the AST manufacturer. The Contractor shall provide technicians that are properly trained, certified, and licensed to install, connect and setup the tanks and tank systems.

The Contractor must provide at least 3 references of similar systems that they have installed and/or provide routine service for.

Licenses and Permits

The Contractor certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the District and/or any state or federal authority. The successful proposer shall immediately and in writing notify the District of the loss or suspension of any such approval, permit or license.

Special Circumstances

If work is not completed by the date prescribed, all Contractor and Sub-Contractor personnel assigned to perform work beyond the completion date shall be required to submit to background checks as deemed warranted by Region 12 and more specifically described in the Exhibit to the Contract.

Security badges will be worn by all project personnel during construction activities. The Contractor will provide badges at no cost to the Owner. The Contractor will be responsible for monitoring the display of badges, including those of the personnel of all subcontractors and visitors to the project site.

The Contractor shall anticipate and incorporate in their proposal all potential costs related to a public health emergency such as the COVID-19/Coronavirus Pandemic, including rules, regulations, and recommendations issued by public authorities. The potential costs may include, but are not limited to, costs related to social distancing, personal protection equipment, manpower levels, project scheduling, construction coordination, material/product supplies and delivery delays, material escalation costs, increased subcontractor/supplier costs, loss of productivity and inefficiency costs, extended general conditions costs, and any other potential costs.

Acknowledgement

In submitting this Proposal Form, the undersigned Contractor acknowledges that the prices include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the Request for Proposals. Except as otherwise expressly stated in the Request for Proposal, no additional payment of any kind will be made for work accomplished under the prices as proposed.

Exhibit E

Form of Contract

DESIGN BUILD CONTRACT

DATE OF CONTRACT: _____, 2020

OWNER: Regional School District No. 12 (“District”)
11A School Street
Washington, CT 06793

DISTRICT’S
REPRESENTATIVE: For Project Oversight and Questions: Donald O’Leary, Director of Facilities
For Contract Oversight and Payments: Nicole Grant, Director of Finance
Regional School District No. 12
11A School Street
Washington, CT 06793
Tel. No. 860-868-6100
Email: olearyd@region-12.org or grantn@region-12.org

CONTRACTOR: _____

CONTRACTOR’S
REPRESENTATIVE: _____

Tel. No. _____
Email: _____

PROJECT: Underground Storage Tank Removal & Aboveground Storage Tank Install (“Project”)

LOCATION(S): Washington Primary School
11 School Street
Washington, CT 06793 (when referred to individually, the “Washington Site”)

Booth Free School
14 South Street
Roxbury, CT 06783 (when referred to individually, the “Roxbury Site”)

The Washington Site and the Roxbury Site are collectively referred to as the “Project Site”.

I. The Project and the Work

The Project shall consist of all necessary permits, labor, material and required equipment to remove the two underground storage tanks and install 2 aboveground fuel storage tanks one each at both of the Washington Site and Roxbury Site, per local and State of Connecticut DEEP requirements, The Project is more particularly described on Exhibit A hereto. The design for the Project will meet and comply with the specifications set forth in Exhibit A.

The term "Work" means the design, construction and services required by, reasonably inferable from and as necessary to produce the results intended by the Contract Documents (as defined below), and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations and to complete the Project.

II. Contract Documents

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

- A. Scope of Work: See Exhibit A hereto.
- B. Insurance Requirements: See Exhibit B hereto.
- C. Modifications: Written orders for changes in the Work or modifications to this Contract issued after the execution of this Contract ("**Modifications**").
- D. Proposal Documents:
Request for Proposals issued by the District on June 19, 2020.
Proposal for the Project submitted by Contractor dated June 29, 2020 and attached hereto as Exhibit C.

The terms and conditions of the Contract Documents shall include all of the terms and conditions agreed to by the Contractor and the District regarding the design and construction of the Project on the Project Site. If the Contractor discovers any inconsistency within or between parts of the Contract Documents, the Contractor shall give notice to the District of such inconsistency and shall, unless otherwise ordered in writing by the District, provide work or materials of the better quality, greater quantity, or that otherwise comply with applicable standards, codes and ordinances.

III. Standard of Care and Safety

The Contractor shall be responsible for the performance of the Work and the completion of the Project (i) in accordance with the Contract Documents and all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities having jurisdiction; (ii) in a good and workmanlike manner; and (iii) consistent with the prevailing applicable professional or industry standards and sound practices (the standards of this Article III shall be referred to herein as the "**Contractor's Standard of Care**"). The Contractor shall exercise, and shall ensure that its consultants and Subcontractors shall exercise, the Contractor's Standard of Care in performing all aspects of the Work. The Contractor shall perform the Work as an independent contractor.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law (including without limitation the requirements of the Occupational Safety and Health Act of 1970) in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to persons performing the Work, the Work itself (including materials and equipment to be incorporated therein), and other property at or adjacent to the Project site. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor or any other Responsible Party (as hereafter defined).

The Contractor shall comply with requirements set forth in Exhibit D (Prohibited Activities and Background Check Requirements).

IV. Nondiscrimination

The Contractor shall not discriminate, and shall prohibit its subcontractors from discriminating, against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin or age or otherwise in any manner prohibited by applicable local or federal law. The Contractor shall take, and shall require its subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including without limitation apprenticeship. The Contractor shall post, and shall require its subcontractors to post, in conspicuous places, available to employees and applicants for employment, notices

setting forth the policies of non-discrimination. The Contractor shall provide to the Connecticut Human Rights and Opportunities Commission with such information requested by the Commission concerning the employment practices and procedures of the Contractor.

V. Separate Contractors

The term "Separate Contractor(s)" shall mean other contractors retained by the District under separate agreements. The District reserves the right to perform construction or operations related to the Project with the District's own forces and with Separate Contractors. The District will coordinate the activities of its own forces and Separate Contractors with the Work of the Contractor and the Contractor shall cooperate with them.

VI. Site Security/Background Checks

The Contractor shall immediately remove any individual performing Work on the Project from the Project Site if it becomes known to the Contractor that such person may be a danger to the health or safety of the District, its students, or its community, or at the request of the District, in its sole discretion. The Contractor shall include, and shall require its Subcontractors to include, this Article VI in all subcontracts for the Project.

VII. Contract Time

The Work shall be commenced and completed in accordance with this Article VII.

A. Commencement Date: (select one):

_____ The Work shall commence upon the execution of this Contract.

_____ The Work shall commence on _____, 20__.

The Work shall commence upon the date set forth in a notice to proceed issued by the District.

B. Completion of the Work: The Contractor shall achieve "Substantial Completion" of the Work in accordance with the Contract Documents no later than the time reflected below (the "Contract Time") (select one):

_____ within sixty (60) days after the date required for commencement of the Work.

June 30, 2021

Promptly after the execution of this Contract, the Contractor shall prepare and submit to the District a schedule for the completion of the Project in compliance with the requirements set forth on Exhibit A.

C. Substantial Completion of the Work: **Substantial Completion of the Work** shall be deemed achieved upon: (i) the District's determination that the Work is complete in accordance with the Contract Documents (with the exception of minor "Punchlist Items") such that the District can take occupancy of and use the Project for its intended purpose, and (ii) the District's receipt of a final and unconditional Certificate of Occupancy or other approval from the governmental authorities having jurisdiction over the Project that the Work has been completed in accordance with all applicable legal requirements. "Punchlist Items" shall mean and include incomplete, noncompliant or defective items of Work, the completion or correction of which can be accomplished within ten (10) days. For the purposes of this Contract, the term "day" shall mean and refer to calendar day.

Upon the Contractor's determination that Substantial Completion of the Work has been achieved, the Contractor shall notify the District and the District shall inspect the Work along with the Contractor. The District and the Contractor will prepare, date and sign a list (the "Punchlist") that identifies all Punchlist Items. The Contractor shall complete/correct all Punchlist Items on the Punchlist to the satisfaction of the District within ten (10) days after the inspection.

D. Final Completion of the Work: Final Completion of the Work shall be deemed achieved upon the District's determination that the Work is finally complete in accordance with the Contract Documents including all Punchlist Items.

E. Excusable Delay: If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work by the District which are not necessitated due to the fault of the Contractor, a subcontractor, sub-subcontractor, supplier, or any person or entity directly or indirectly employed by any of them or for whose acts any of them may be liable or responsible (individually, a "Responsible Party" and collectively, "Responsible Parties"), or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

A claim by the Contractor for an extension of the Contract Time shall be made within five (5) days after the Contractor first recognizes the condition giving rise to the claim.

F. Liquidated Damages: It is acknowledged that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the District to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the District of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the District as against the Contractor in the event of delayed completion and without the District being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to the District for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000.00) for each day that Substantial Completion is delayed beyond the Contract Time, as adjusted for time extensions as may have been granted pursuant to the terms and conditions of the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the District without limiting the District's right to terminate this Agreement as provided elsewhere herein.

VIII. Contract Sum

The District shall pay the Contractor the Contract Sum in accordance with this Contract for the Contractor's performance of the Work in compliance with the Contract Documents. The Contract Sum shall be the stipulated amount of _____ and 00/100 Dollars (\$_____.00.00), subject to additions and deductions as provided in the Contract.

The District is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the Contract Sum.

IX. Alternates

The following alternates have been accepted by the District and are included in the Contract Sum.

Add/Deduct Alternate No. 1 (\$)

Add/Deduct Alternate No. 2 (\$)

X. Unit Prices

The following unit prices shall be applicable as regards changes in the Work:

Item _____ Unit _____ Price per Unit _____

Item _____ Unit _____ Price per Unit _____

The foregoing unit prices (the "Unit Prices") shall be valid for the life of the Project. Unit Prices are inclusive of all costs associated with the complete performance and installation of the portion of the Work subject to the applicable Unit Price including without limitation labor, materials, engineering, transportation, taxes and insurance as well as overhead and profit. Unit Prices shall be applicable for both additions and deductions from the Work.

XI. Payments and Applications for Payment

A. Schedule of Values

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Prior to commencing the Work, the Contractor shall submit a schedule of values to the District allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, as is required by the District. Upon the District's approval of the Contractor's Schedule of Values, it shall be used as a basis for reviewing the Contractor's Applications for Payment.

B. Applications for Payment and Progress Payments

The Contractor shall prepare and submit to the District, by the 15th day of each month, an application for payment, in the form approved by the District ("**Application for Payment**") reflecting the percentage of completion of the Work consistent with the schedule of values approved by the District. Each Application for Payment shall be submitted along with all required Supporting Documents (as defined in Section XI.E.). Unless otherwise required by the District, Applications for Payment shall be on AIA documents G702 and G703.

The District will withhold retainage equal to five percent (5%) of each progress payment made hereunder. Retainage will be released along with final payment by the District under this Contract.

Unless otherwise provided in the Contract Documents, Applications for Payment may include materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work.

Pursuant to the District's review of each Application for Payment, the District will approve the amount determined by the District to be due to the Contractor under such Application for Payment (the "**Approved Amount**"). To the extent that the District rejects any portion of an Application for Payment, the District shall provide the Contractor with a written explanation for such rejection.

The District will make payment to the Contractor of the Approved Amount within Forty-Five (45) days after the District's receipt of the subject Application for Payment and all required Supporting Documents.

C. Payments to Subcontractors

The Contractor shall pay each subcontractor, no later than seven (7) days after receipt of payment from the District, the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall include in all of its subcontract agreements with its subcontractors a requirement that the subcontractors pay any amounts due any sub-subcontractors or suppliers no later than seven (7) days after the subcontractor receives a payment from the Contractor which encompasses labor performed or materials furnished by such sub-subcontractor or supplier. Retainage withheld by the Contractor shall not exceed five percent (5%).

D. Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum (including retainage), shall be made by the District to the Contractor when (i) the District agrees that final completion of the entirety of the Work (including without limitation, all Punchlist Items) has been achieved in accordance with the Contract Documents except for the Contractor's responsibility to correct Work as provided in Article XXI of this Contract, and to satisfy other requirements, which extend beyond final payment; and (ii) all equipment manuals, documentation, guarantees and warranties applicable to the Work have been delivered to the District. The foregoing agreement by the District that final completion of the Work has been achieved shall not constitute acceptance by the District of any part of the Work that does not comply with the Contract Documents.

At the District's request, the Contractor shall also furnish to the District prior to final payment such additional information and documentation as required by the District to substantiate Contractor's entitlement to payment and proper performance of the Work.

The District will make final payment under this Contract, including unpaid retainage, within forty-five (45) days after the District's receipt of the final Application for Payment and all required Supporting Documents for the Project.

Acceptance of final payment by the Contractor, a subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

E. Supporting Documents

The Supporting Documents shall include all data, information, and documentation substantiating the Contractor's right to payment as required under the Contract Documents and as may otherwise be reasonably requested by the District (the "Supporting Documents"). Supporting Documents shall include certified payrolls in accordance with the requirements of applicable law, and may also include, without limitation, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, releases and waivers of liens from subcontractors and suppliers, and other evidence required by the District to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor.

Commencing with the first Application for Payment as to the Contractor, and commencing with the second Application for Payment as to subcontractors, and continuing in each case with each Application for Payment submitted thereafter, a properly executed release of claims and waiver of mechanics liens from the Contractor and from each subcontractor and supplier whose Work was included on the previous Application for Payment for which payment by the District was made to the Contractor. The Contractor expressly undertakes to indemnify, defend and hold the District harmless, at the Contractor's sole cost and expense, against any actions, lawsuits, or proceedings brought against the District as a result of claims made against the District or liens filed against the Work, the Project Site and/or any improvements thereon (referred to collectively as "**Claims and Liens**"), by the Contractor, any other Responsible Party or anyone claiming by, through or under any of them. The Contractor's obligations under this paragraph are conditioned upon the District having fulfilled its payment obligations to the Contractor with respect to the Work that is the subject of the Lien or claim and for which indemnification is sought.

XII. Retainage

The District shall withhold from each monthly progress payment retainage in the amount of five percent (5.0%) of such monthly payment.

XIII. Late Payments/Interest

Payments not made by the District to the Contractor when due shall only incur interest to the extent required by Connecticut law and if so required at the minimum required rate. Any claim by the Contractor for nonpayment shall be submitted in writing and delivered to the District by certified or registered mail.

XIV. Permits and Surveys

The District shall obtain and furnish all necessary surveys describing the physical characteristics of the Property, the location of all utilities, and the location of all easements on the Property that are necessary for the Contractor to perform its obligations under the Contract Documents. If additional easements are necessary to complete the construction of the Project, the District shall obtain those easements. The Contractor shall be responsible for obtaining all permits, licenses, building inspections and approvals required by law for the performance and completion of the Project.

XV. Change Orders

The Contractor shall not make any changes in the Work required under this Contract except as ordered by the District in writing (a "Construction Change Directive") or pursuant to a written agreement signed by both the Contractor and the District that states with specificity (i) the changes in the Work; (ii) any associated adjustment in the Contract Sum; and (iii) as applicable, the number of days that the Contract Time is extended to accommodate the changes in the Work (a "Change Order"). If the District issues a Construction Change Directive and the Contractor does not agree to the terms set forth therein, or, if the parties cannot agree on the terms of a Change Order, the Contractor shall in either case perform the changes in the Work as requested by the District and shall have the right to submit a claim in accordance with Article XXIII of this Contract. Contractor's markup for overhead and profit for any change in the Work shall not exceed 15% of the actual net increase in the direct costs of the Contractor arising from the change in the Work. To the extent Unit Prices are applicable to any change in the Work, no markup will be permitted over and above the Unit Prices.

XVI. Subcontractors

The Contractor shall enter into an appropriate written subcontract agreement with each subcontractor performing any component of the Work. By such written subcontract agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities,

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including the responsibility for safety of the subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the District. Each subcontract agreement shall preserve and protect the rights of the District under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the District. The Contractor shall be fully responsible for the coordination and timely completion of the Work in accordance with the Contract Documents, whether performed by or for the Contractor or subcontractors of any tier. The Contractor shall also have sole responsibility for the means, methods, techniques, sequences and procedures for all portions of the Work.

Subject to the rights of the surety and the provided the District accepts such assignment, all subcontracts are assigned to the District effective upon the termination of the Contract by the District for cause under Section XXII.B. If the District accepts such assignment, the District assumes the Contractor's rights and obligations under such subcontracts to the extent such rights and obligations arise subsequent to such acceptance by the District.

XVII. Prevailing Wage and OSHA Training

To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

To the extent required under Section 31-53b of the Connecticut General Statutes, the Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on the Project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on the Project, pursuant to the Contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on the Project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

The Contractor shall not be entitled to any increase in the Contract Sum in connection with any increase (annual or otherwise) by the State of Connecticut in the wage rates applicable to the Work under this Contract.

XVIII. Insurance, Bonds and Indemnity

A. Insurance

The Contractor shall maintain insurance as required under Exhibit B attached hereto and made a part hereof.

B. Bonds

If the Contract Sum exceeds **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**, the Contractor shall furnish to the District (i) a labor and material payment bond equal to one hundred percent (100%) of the Contract Sum and otherwise in accordance with the requirements of Connecticut law; and (ii) a bond covering the Contractor's faithful performance of all of its obligations under the Contract Documents, in each case such bonds will be issued by a surety satisfactory to the District and shall reflect the District as the obligee. The Contractor shall deliver the executed, approved bonds to the District on or before the date of execution of this Contract unless otherwise required by the District.

C. Indemnity

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its agents, officials, board members, committee members, representatives and employees (each, an “Indemnitee”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor or any other Responsible Party. The foregoing indemnity shall include, without limitation, claims, damages, losses and expenses associated with the failure of the Contractor or any other Responsible Party to properly handle, remove or dispose of toxic materials, chemicals, hazardous materials or hazardous substances. The foregoing indemnity obligations shall not include liability for damage arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the Indemnitee seeking indemnity, or such Indemnitee’s agents or employees.

XIX. Access to the Property Site

The District shall have access to the Project Site and the right to inspect the Work at any time with or without the presence of the Contractor.

XX. Warranties

The Contractor warrants to the District that: (1) materials and equipment furnished by the Contractor will be new and of good and workmanlike quality unless otherwise required or permitted by the Contract Documents; (2) the Work performed under the Contract Documents will be free from defects; and (3) the Work performed under the Contract Documents will conform to the requirements of the Contract Documents. In addition to the foregoing warranty, Contractor shall provide the warranties set forth in Exhibit A. The warranties under this Article XX and such warranties as may be set forth on Exhibit A shall be in addition to, and not a substitute for, any other rights of the District under the Contract Documents or existing in law or equity.

XXI. Correction of Work

In addition to all other obligations of the Contractor under the Contract Documents, the Contractor shall, upon request of the District, prior to Substantial Completion of the Work and for a period of 2 years after Substantial Completion of the Work is achieved, correct Work not conforming to the requirements of the Contract Documents.

XXII. District’s Right to Stop the Work, Carry Out the Work and Termination

District’s Right to Stop the Work and Carry Out the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the District may direct the Contractor in writing to stop the Work until the correction is made. This right of the District to stop the Work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five (5) day period after receipt of written notice from the District to commence and continue correction of such default or neglect and deficiencies in the Work arising therefrom with diligence and promptness, the District may, without prejudice to other remedies, address such default or neglect and correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the associated costs incurred by the District from payments due the Contractor. Any dispute regarding defective work shall be resolved as provided in Article XXIII of this Contract.

B. Termination by the District

The District may terminate this Contract if the Contractor:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the subcontractor and as required by this Contract;
- (c) Disregards laws, ordinances, rules, or regulation or orders of a public authority having jurisdiction; or
- (d) Otherwise materially breaches the terms of this Contract.

If one of the above reasons for termination exists, the District may, upon seven (7) days prior written notice to the Contractor, terminate this Contract and may thereafter take possession of the Project and all materials thereon and finish the Work of the Contractor on the Project by whatever method the District deems expedient. If the cost to the District of completing the Work of the Contractor exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the District. If the unpaid balance of the Contract Sum exceeds the cost to the District of completing such Work, the excess shall be retained by the District. The Contractor's obligation for payment under this subsection B shall survive the termination of the Contract.

The District may also, at any time, and without prejudice and without waiving any other rights or remedies the District may have, terminate this Contract for convenience upon seven (7) days' notice to the Contractor, in which case, the Contractor shall be entitled to receive payment for all Work executed in accordance with the Contract Documents.

C. Termination by the Contractor

If the District repeatedly fails to make payment of amounts due and payable to the Contractor under this Contract for a period of thirty (30) days beyond the due date for such payment, or if the Work is stopped by public authority for ninety (90) consecutive days or by deliberate act of the District not due to the fault of the Contractor or any Responsible Party for sixty (60) consecutive days, the Contractor may, upon seven (7) additional days' written notice to the District, terminate the Contract and recover from the District payment for Work executed in accordance with the Contract Documents and direct costs incurred by reason of such termination. The District's obligation for payment under this subsection C shall survive termination of the Contract. The Contractor's notice of termination must state with specificity the means by which the District may cure its nonperformance, and the Contractor shall not terminate this Contract if, within the applicable seven (7) day notice period, the District substantially takes such curative measures.

XXIII. Disputes

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

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

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

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

XXIV. Notice

Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the receiving party's designated representative identified on page 1 of this Contract. Such notice shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic mail except in the case of a notice of a claim or notice of termination which shall be delivered by certified or registered mail, or by courier providing proof of delivery.

XXV. Amendments and Modifications

This Contract may only be amended or modified by a written amendment or Change Order signed by both the District and the Contractor.

XXVI. The Governing Law, Assignment and Miscellaneous Provisions

This Contract will be construed, interpreted, and applied according to the laws of the State of Connecticut. This Contract shall not be assigned without the prior written consent of the District and the Contractor. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The Contract Documents contain the entire agreement between the parties hereto with respect to the subject matter contemplated herein.

XXVII. Effective Date and Signature

This Contract shall become effective on the date it is signed by both parties.

The undersigned, have read, understood, and agree to be bound by each of the provisions of this Contract and hereby acknowledge receipt of a copy of this Contract.

Signed and agreed by:

DISTRICT:

CONTRACTOR:

REGIONAL SCHOOL DISTRICT NO. 12

By: _____
Megan Bennett
Title: Superintendent
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

- Exhibit A - Scope of Work
- Exhibit B - Insurance Requirements
- Exhibit C - Contractor's Proposal
- Exhibit D - Background Check Requirements

[EXHIBIT A to Form of Contract]

REGIONAL SCHOOL DISTRICT NO. 12 (“Region 12”)

SCOPE OF WORK

[EXHIBIT B to Form of Contract]
INSURANCE REQUIREMENTS

[EXHIBIT C to Form of Contract]

Proposal of _____

[EXHIBIT D to Form of Contract]

PROHIBITED ACTIVITIES AND BACKGROUND CHECK REQUIREMENTS

Prohibited Activities and Background Check Requirements

Contractor shall comply with all applicable law including, without limitation, Connecticut General Statutes Section 10-222c, as applicable, and with the requirements set forth in this Exhibit.

Interaction with School Community.

The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school where the Project is located (the "School Grounds"). None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall interact with any adult members of the school community (including, without limitation, employees, officials, or visitors, including parents of students enrolled in the District's schools) with respect to the Project with the exception of the District's Designated Representative as provided in the Contract. All of the Contractor, Subcontractors, Sub-subcontractors, and their respective employees, agents or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment and/or property on which minor children are or may be present.

Background and Employment History Checks.

To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a "Contractor Employee"), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each, a "Subcontractor Employee"), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, the Contractor shall immediately forward such information to the District, to the extent permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Project.

Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on

which minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project if requested to do so by the District (which request shall be made in the District's sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor Employee may be a danger to the health, safety or well-being of the school community, its students, or any minor children. A request by the District to remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project shall not constitute a breach of the Contract.

The Contractor shall include and shall require all Subcontractors to include this Exhibit in all subcontracts for the Project.

By execution of the Contract, the Contractor represents and warrants that it has fully complied with the requirements of this Exhibit. To the extent permitted by law, the Contractor agrees that upon the District's request, Contractor shall promptly provide the District with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Exhibit. Failure by the Contractor to comply with its obligations under this Exhibit shall constitute a material breach of the Contract.

Exhibit F

REGIONAL SCHOOL DISTRICT NO. 12

INVITATION TO SUBMIT PROPOSALS

The Board of Education of Regional School District No. 12 of the State of Connecticut hereby invites the submission of Proposals for:

UNDERGROUND STORAGE TANK REMOVAL & ABOVEGROUND STORAGE TANK INSTALL

The Proposals will be received via email to the Director of Finance, Nicole Grant, at grantn@region-12.org until 11:00 am on June 29, 2020 at which time they will be opened and read aloud. Due to COVID-19, all proposals will be opened via Zoom through a live online environment. Please follow the meeting instructions below to attend. All emailed proposals will remain unopened until the designated date and time.

Specifications and other information may be obtained on the District website under Central Office/Bids & RFPS and may also be requested electronically from the Director of Finance by submitting an email request to grantn@region-12.org. **Please note: Mandatory site visit June 23, 2020 at 10:00 AM with a starting point of Washington Primary School, 11 School Street, Washington, CT.**

Join Zoom Meeting

<https://us02web.zoom.us/j/89948360820?pwd=bVpPYkp5cHpoUGIvMTlSbUxMOFd4dz09>

Time: Jun 29, 2020 11:00 AM Eastern Time (US and Canada)

Meeting ID: 899 4836 0820

Password: 372809

The Board of Education of Regional School District 12 reserves the right to reject any and all proposals.

Nicole E. Grant
Director of Finance
Regional School District No. 12
11A School Street
Washington, CT 06793

June 19, 2020

Exhibit G Insurance Requirements

The successful Contractor shall purchase from and maintain in a company or companies with an A.M. Best rating of A- (VII) or better, the insurance described below:

1. **Workers' Compensation.** Contractor shall provide workers' compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of **\$500,000** each accident and bodily injury by disease of **\$500,000**, including a waiver of subrogation in favor of the BOE.

2. **Commercial General Liability Insurance.** Contractor shall provide commercial general liability insurance policy including products and completed operations. Limits shall be at least: Bodily injury & property damage with an occurrence limit of **\$1,000,000**; Personal & advertising injury limit of **\$1,000,000** per occurrence; General aggregate limit of **\$2,000,000** (other than products and completed operations); Products and completed operations aggregate limit of **\$2,000,000** per project. Coverage will continue for three years after the substantial completion of the work.

- The policy shall name the BOE and the Regional School District No. 12 as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13).
- The coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the BOE.
- The policy shall contain a waiver of subrogation in favor of the BOE.
- The coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the Contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the BOE.

3. **Commercial Automobile Insurance.** Contractor shall maintain commercial automobile insurance for any owned autos (Symbol 1 or equivalent) in the amount of at least **\$1,000,000** each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the BOE as an additional insured.

4. **Contractor's Pollution Liability Insurance.** Contractor shall maintain commercial pollution liability insurance in the amount of at least **\$1,000,000** each claim or each occurrence. Policy shall name BOE as an additional insured.

5. **Umbrella Liability Insurance.** Contractor shall provide umbrella or excess liability policy in excess (following form and without restriction or limitation) of those limits and coverages for commercial general liability and automobile insurance described above. The policy shall contain limits of liability in the amount of **\$5,000,000** each occurrence and **\$5,000,000** in the aggregate.

Unless otherwise provided above, the foregoing insurance shall be in effect no later than the date of execution of the Contract and shall continue in effect until three years after substantial completion of the Project. The insurer(s) and/or their authorized agents shall provide the BOE certificates of insurance prior to execution of the Contract.

Exhibit H

EQUAL OPPORTUNITY

Regional School District No. 12 is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

STATEMENT OF POLICY

It is the employment policy of _____ [Name of Contractor] that there shall be no discrimination against anyone on the grounds of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws in the hiring, upgrading, demotions, recruitment, termination and selections for training.

Name of Contractor:

Date:

By: _____
Name:
Title:

Telephone Number

Street Address

Email

City/State

Exhibit I

Background Check Requirements

See Exhibit D to Form of Contract

Exhibit J

Wage Rates

Visit: https://ctdol-prod-portal.ecourt.com/public-portal/sites/default/files/Building%202019_0.PDF
for prevailing wage rates as of July 1, 2019. Prevailing wages are updated annually on July 1.

Exhibit K

STATEMENT ON NON-COLLUSION AND OTHER PRACTICES

The undersigned hereby declares to the Board of Education of Regional School District No. 12 (“BOE”) that:

1. This Proposal is made without any connection with any other person or entity making any proposal for the same services, that it has been prepared and submitted in good faith, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the BOE is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

2. Contractor hereby declares that the only persons participating in the Proposal as Principals are named in its Proposal Submission and that no person other than those mentioned in its Proposal Submission has any participation in the Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the BOE.

3. The Contractor’s Proposal Submission is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

4. Contractor has disclosed to the BOE, in writing pursuant to Section _____ of the Proposal Documents, any and all Principal(s) of Contractor who are members or employees of the BOE, or the immediate relative of BOE members or employees. For purposes of the above, “immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

5. Contractor has not directly or indirectly induced or solicited any other prospective Contractors to submit a false or sham Proposal.

6. Contractor has not solicited or induced any individual or entity to refrain from submitting a Proposal.

7. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

- A. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of the procurement process, except as otherwise disclosed to the BOE in writing;
- B. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the procurement process to the detriment of the BOE, (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive the BOE of the benefits of free and open competition;
- C. “collusive practice” means a scheme or arrangement between two or more Contractors, with or without the knowledge of the BOE, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and

D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the Contract.

Contractor's Name

By:

Name:

Its:

Date:

STATE OF CONNECTICUT)

) ss.:

COUNTY OF _____)

Subscribed and Sworn to before me on this ____ day of _____, 2020.

Notary Public