

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

**REQUEST FOR PROPOSALS**

**FOR**

**CONSTRUCTION SERVICES**

**IMPROVEMENTS AT SHEPAUG VALLEY SCHOOL**

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**APRIL 29, 2021**

## 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 all labor and materials for the following improvements at Shepaug Valley School located at 159 School Street, Washington, Connecticut: Roof Restoration, Window Replacement, Boiler and Perimeter Heating Replacement, Maintenance Garage, 10,000 Gallon Water Tank Replacement. All improvements are more particularly described in Exhibits D-1 through D-5, respectively (when referenced in the singular, the “Improvement”, when referenced collectively, the “Project”). **Region 12 welcomes proposals for one or all improvements, or any combination of the improvements that is suitable or desirable for the Proposer.** 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(s) 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 site shall take place at **10:00 AM on May 7, 2021**. Contractors should report to the front entrance of Shepaug Valley School building at 10:00 AM. 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 May 13, 2021** by Donald O’Leary, Director of Facilities, at [olearyd@region-12.org](mailto:olearyd@region-12.org) .
- 2.03 Addenda will be issued no later than **3:00 PM on May 18, 2021**.
- 2.04 Proposals are due at **11:00 AM on May 20, 2021** (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(s) on or around **May 21, 2021** and to issue a notice to proceed shortly thereafter.
- 2.06 The Completion Date for the Project is **August 25, 2021**.

**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. An alternate form of proposal may be submitted, so long as the information provided, at a minimum, includes all information required by Exhibit A.

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 Exhibits D-1 through D-5.

**5. ADDENDA/INTERPRETATIONS/RFI/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](mailto: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](mailto: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](http://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 Proposals will be accepted via email to Nicole Grant, Director of Finance, at [grantn@region-12.org](mailto: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 Improvements at Shepaug Valley School.”**
- 6.02 Proposals must contain the items described in Section 3 of these Instructions.

**7. SELECTION PROCESS**

- 7.01 Proposals will be opened on **May 20, 2021 at 11:00 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 any Improvement or the Project 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 Five Hundred Thousand and 00/100 Dollars (\$500,000.00), 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-1 through D-5:** Scopes 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**

**Proposer may submit proposal pricing in an alternate format, clearly marked "Exhibit A"**

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**Please identify Scope(s) of Work included in Proposal with a checkmark:**

**Exhibit D-1, Roof Restoration** \_\_\_\_\_

**Exhibit D-2, Windows** \_\_\_\_\_

**Exhibit D-3, Boiler & Perimeter Heating** \_\_\_\_\_

**Exhibit D-4, Maintenance Garage** \_\_\_\_\_

**Exhibit D-5, 10,000 Gallon Water Tank** \_\_\_\_\_; OR

**Pricing provided for ALL Improvements shown on Exhibits D1 through D-5** \_\_\_\_\_

**If Pricing is provided for all Improvements, Contractor shall list the cost for each scope of work individually.**

The undersigned hereby proposes and agrees to fully perform the work set forth on the selected Exhibit(s), including, without limitation and within the time stated in the Instructions and in accordance with the Proposal Documents for the Base Proposal amount set forth below.

**Base Proposal Amount:**

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 May \_\_\_\_\_, 2021

Addendum No. 2 dated May \_\_\_\_\_, 2021

Signature

\_\_\_\_\_

\_\_\_\_\_

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 May, 2021 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:
  - Completed Proposal Form [Use Exhibit A or similar]
  - Proposal Bond [See Exhibit C] if total project costs exceeds \$500,000
  - Completed and Executed Statement of Policy re: Equal Opportunity [Use Exhibit H]
  - Completed and Executed Non-Collusion Affidavit [Use Exhibit K]
  - 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**

Provide Sample Form of Bid Bond

**EXHIBIT D-1**  
**REGIONAL SCHOOL DISTRICT NO. 12 (“Region 12”)**  
**SCOPE OF WORK**

**for**

**ROOFING RESTORATION of MODIFIED BITUMEN ROOF AT SHEPAUG VALLEY SCHOOL**

General Overview

Regional School District No 12 issues this Request for Proposals for the restoration of the top cap of the existing modified bitumen low slope roofing system approximately 184,000 square feet at Shepaug Valley School located 159 South Street, Washington, CT 06793. The selected Contractor shall provide engineering design, all necessary drawings, permits, labor and materials to complete the project in compliance with all applicable building codes, laws and regulations. Contractor shall be responsible to obtain and pay for all permits, licenses, certificates, registrations and approvals as required by law.

General Working Conditions

1. During the term of the project, Contractor shall:
  - a) 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;
  - b) schedule deliveries to minimize space and time requirements for storage of materials and equipment on site;
  - c) 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 construction activity occurs; and
  - d) notify Region 12 not less than 72 hours in advance of activities that will affect Region 12 operations.
2. The administrative and maintenance staff as well as animal instructors and barn staff of Region 12 will occupy the site and existing buildings during the project. Animals will be in close proximity to the work site. Care and consideration must be given to staff and animals. Contractor shall take care to protect the nearby barn and its sensitive animals from construction activities including loud sounds, vibrations, or damages. Any aspect of the work plan that may disturb or frighten animals must be communicated in advance with Region 12. The animals will be moved accordingly if necessary.
3. Contractor shall adhere to all applicable OSHA safety procedures and practices at all times and comply with all local, state and federal codes, safety requirements, hazardous waste requirements, laws and regulations for and during the project planning and execution. 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.

4. Shepaug Valley School normal hours of access when school is not in session are 6:00 A.M. to 4:00 P.M. Monday through Friday. If Contractor needs to work beyond normal hours of access or on weekends, a member of the Region 12 custodial team must be on-site during work times. Region 12 incurred custodial labor costs will be deducted from the Contractor's final payment. Region 12 labor costs are set forth in the Agreement between the Shepaug Valley Regional School District No. 12 Board of Education and the Shepaug Valley Custodians and Cafeteria School Employees Local 1303-109 of Council #4 AFSCME, AFL-CIO available on the Region 12 website.
5. Safety and security are important to Region 12 and measures shall be put in place to ensure that the doors are locked, and the work site is secured safely during work hours and non-work hours.
6. Shepaug Valley School is under closed circuit surveillance.

#### Conditions Specific to Project

1. An area close to the project site will be determined and allow for use and storage of the necessary materials for the project. An area will also be designated for Contractor's vehicles. Contractor shall not use other areas of the facility without the permission of the Director of Facilities.
2. Contractors must be factory/manufacturer certified installers of the product/system proposed for use.
3. A certified factory manufacturer's representative is required to provide oversight of the project to assure all aspects of the roofing system proposed are supported and certified that will result in the issuance of a 20-year minimum manufacturer warranty.
4. The representative shall ensure adherence to the manufacturer's specifications for proper installation. The representative is responsible for documenting all work at necessary points to provide for proof of adherence to the manufacturers specified installation requirements.
5. Contractor shall have a superintendent on site during the project work who shall be the same person through the project duration unless a substitution is agreed to by Region 12. This superintendent is responsible for all workers and sub-contract workers being used to perform the project work.
6. Contractor shall supply only trained workmen in proper numbers.
7. Verification by field checking of all dimensions, elevations, grades, lines, levels or other conditions that may affect the proposal is the responsibility of any contractor prior to submitting a proposal.
8. Any materials delivered shall be properly stored and protected to keep them dry and orderly as required by the manufacturer.
9. Contractor shall conform to and abide by the National Roofing Contractors Association recommended safety rules and regulations.
10. School grounds are to be kept clean and free from rubbish at all times. Upon completion of the project the grounds shall be raked clean and repaired of any damages created by the project work.
11. Contractor shall allow for inspections by local officials, Region 12 and/or the manufacturer's representative as requested. The contractor is responsible for scheduling any required inspections to conform to local permitting requirements. If work needs to be uncovered for required inspections, it shall be done at the cost of the contractor.
12. Prior to any material applications, contractor is required to coordinate the work with the manufacturer's representative for complete understanding of the specifications for installation.

13. Any work during the installation needing correction to comply with conformance to the manufacturer's installation requirements or local officials' permitting requirements shall be the responsibility of the contractor.
14. Work shall be scheduled when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements. No work shall be done that creates a condition that weather will damage the work that is left exposed. Only work that can be completely covered and completed in a day shall be exposed.
15. Utilities such as electricity and water shall be made available to the contractor by Region 12 for the contractor to connect to for use on the project. Power sources are available on the rooftop units.
16. Toilet facilities are the responsibility of the contractor. No entry to the building by contractor's workers will be allowed.
17. Asbestos reports are available from the owner regarding the presence of asbestos in the existing roofing components.
18. Any asbestos removal is part of this project work and must be properly handled and disposed of including proof of manifests.
19. Submittals and shop drawings for all materials used in the repair and restoration process must be supplied to Region 12 prior to commencement of the project.
20. A pre-project meeting shall be held with Region 12, manufacturer's representative and contractor prior to the project start to discuss methods, procedures, mobilization, storage locations, inspections, specifications, drawings, schedules, personnel, weather, and any other issues and matters that require prior planning and coordination.
21. Region 12 reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials remain. The thermographic scan shall be provided at the cost of the contractor. If core cuts verify the presence of damp or wet materials, the contractor shall be required to replace damp or wet materials areas at no cost to Region 12.

### Scope of Project

1. Power wash existing modified bitumen roofing to clear debris. Confirm local water run-off ordinances and restrictions prior to cleaning roof. Clean the entire roof surface by removing all dirt, algae, mold, moss, paint, oil, talc, rust or other foreign substance. Use a bio-degradable cleaner like Simple Green Oxy Solve when necessary and warm water. Scrub heavily soiled areas with a brush. Power wash roof thoroughly with an industrial surface cleaner equipped with one piece balanced spray rotating jets for streak free close contact cleaning. Rinse with fresh water to completely remove all residuals. Allow roof to dry thoroughly before continuing.
  - a) All unused roofing debris shall be removed from the site and disposed of properly.
  - b) Remove all existing walk pads.
2. Replacement of all wet insulation. Contractor shall provide square foot unit price to remove and replace all wet areas of insulation as shown on infra-red roof moisture analysis to be provided at the mandatory walkthrough. Contractor shall include in the price calculations approximately one foot larger overall than the wet perimeter to account for any potential creep of the moisture. Contractor shall not lay more

insulation than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.

3. Replacement of the roof membrane where insulation has been replaced. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects must be repaired/renovated and made watertight. Any repairs must be made only with materials compatible with the fluid-applied roofing restoration system.
4. Re-flash all existing roof penetrations, install new perimeter roof edging, provide new plumbing stack covers, repair all pitch pockets, re-flash all existing roof drains providing new clamp rings and strainers, demo and infill roofing over existing skylight openings, replacement of existing roof expansion joints to match new system, re-flash all existing HVAC curbing, remove and dispose of all abandoned mechanicals on the roof.
5. Provide a fluid applied, fully reinforced modified bitumen restoration system with an application of a non-skid surface for walkways to mechanical equipment.
6. Install in accordance with manufacturer's current application and installation guidelines and the National Roofing Contractors Association roofing and waterproofing manual.
7. Adequate coating thickness is essential to performance. In all cases, all minimum specified material must be applied and proper minimum dry film thicknesses must be achieved. Care must be taken to ensure that all areas including all flashings, roof penetrations, etc. are coated sufficiently to ensure a watertight seal. If necessary, apply test patch area to determine thickness to gauge application rates.

#### Manuals, Care and Inspections

1. Contractor shall provide roofing maintenance instructions, roof care and maintenance manual of manufacturer's recommendations for maintenance of installed roofing systems and all other necessary close-out documents.
2. Contractor shall assist Region 12 in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
3. Contractor shall provide copies of all inspection logs and reports as performed by the contractor or manufacturer's representative including photographic documentation of installation progress, weather conditions, and personnel on the project at the time of each inspection.
4. At completion of installation, contractor, Region 12 and manufacturer's representative shall walk roof surface areas to inspect perimeter building edges, as well as flashing of roof penetrations, walls, curbs and other equipment to develop the final punch list as required by the Contract.
5. A final inspection shall be conducted by local officials, contractor, Region 12 and manufacturer's representative upon completion of all punch list work.

#### Job Timing

On-site project work shall commence on or after June 14, 2021 and must be completed on or before August 25, 2021. Design work may start when contract is executed. Upon execution, the Director of Facilities and Region 12 administration will be available for information and assistance as necessary to meet on-site deadlines.

### 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 alternates suggested. Any add-on or deducted alternate selected by Region 12 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.

### Warranty

1. The contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract. Any defects arising during this period shall be promptly repaired by the contractor including any damage done to the Region 12 property due to the defects.
2. Contractor shall provide the specified twenty (20) year warranty for the project, executed by an authorized agent of the manufacturer.

### Certifications/Qualifications

The Contractor must provide at least 3 references of similar systems that they have installed; preference may be given to installations occurring at school facilities.

### 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 Region 12 and/or any state or federal authority. The successful Contractor shall immediately and in writing notify Region 12 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 subcontractor personnel assigned to perform work beyond the completion date shall be required to submit to background checks as deemed warranted by Region 12.

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 D-2

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

#### SCOPE OF WORK

for

#### REPLACEMENT OF WINDOWS SYSTEMS AND DECORATIVE WALL PANELS

##### General Overview

Regional School District No. 12 issues this Request for Proposal from Connecticut licensed contractor to remove and replace owner-designated window frame systems and curtain wall panels at Shepaug Valley School located at 159 South Street, Washington, CT 06793. The selected Contractor shall provide engineering design, all necessary drawings, permits, labor and materials to complete the project in compliance with all applicable building codes, laws and regulations. Contractor shall be responsible to obtain and pay for all permits, licenses, certificates, registrations and approvals as required by law.

##### General Working Conditions

1. During the term of the project, Contractor shall:
  - a) 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;
  - b) schedule deliveries to minimize space and time requirements for storage of materials and equipment on site;
  - c) 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 construction activity occurs; and
  - d) notify Region 12 not less than 72 hours in advance of activities that will affect Region 12 operations.
2. The administrative and maintenance staff as well as animal instructors and barn staff of Region 12 will occupy the site and existing buildings during the project. Animals will be in close proximity to the work site. Care and consideration must be given to staff and animals. Contractor shall take care to protect the nearby barn and its sensitive animals from construction activities including loud sounds, vibrations, or damages. Any aspect of the work plan that may disturb or frighten animals must be communicated in advance with Region 12. The animals will be moved accordingly if necessary.
3. Contractor shall adhere to all applicable OSHA safety procedures and practices at all times and comply with all local, state and federal codes, safety requirements, hazardous waste requirements, laws and regulations for and during the project planning and execution. 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.

4. Shepaug Valley School normal hours of access when school is not in session are 6:00 A.M. to 4:00 P.M. Monday through Friday. If Contractor needs to work beyond normal hours of access or on weekends, a member of the Region 12 custodial team must be on-site during work times. Region 12 incurred custodial labor costs will be deducted from the Contractor's final payment. Region 12 labor costs are set forth in the Agreement between the Shepaug Valley Regional School District No. 12 Board of Education and the Shepaug Valley Custodians and Cafeteria School Employees Local 1303-109 of Council #4 AFSCME, AFL-CIO available on the Region 12 website.
5. Safety and security are important to Region 12 and measures shall be put in place to ensure that the doors are locked, and the work site is secured safely during work hours and non-work hours.
6. Shepaug Valley School is under closed circuit surveillance.

#### Conditions Specific to Project

1. An area close to the project site will be determined and allow for use and storage of the necessary materials for the project. An area will also be designated for Contractor's vehicles. Contractor shall not use other areas of the facility without the permission of the Director of Facilities.
2. Contractor shall restore to original conditions any areas disturbed by the project.

#### Scope of Project

1. Provide engineering/architectural design, all necessary drawings, permits, labor and materials to control, remove and dispose of all designated 1970 windows and their components, including those containing hazardous waste, along with the asbestos (Transite) panels below the window systems and any caulking/sealing materials used to seal the existing window frames.
2. Provide labor and materials necessary to remove and replace all designated window framing systems, ten 48" x 70" single glass panel frames, forty-one 96" x 70" double glass panel sliding frames and four 144" x 70" triple glass panel sliding frames.
3. Provide labor and materials necessary to remove and replace all existing wall panels used beneath the existing window framing systems consisting of ten panels 48" x 31" in size, forty-one panels 96" x 31" in size and four panels 144" x 31" in size.
4. New windows and framing systems shall be provided that match the recently installed EFCO window framing systems (or similar) and All Panel Systems (or similar) used in new renovations and construction in other areas of the building. Owner shall choose colors and finishes of framing and panels to be selected from standard manufacturer's offerings.
5. Each new window shall have an operable panel suitable for ventilation in the lowest possible portion of the unit.
6. Each room shall include one operable emergency escape and rescue opening that is code compliant.
7. Properly dispose of all unnecessary components that have been removed by the project, including any materials containing caulking/sealing. Materials shall be appropriately handled, manifested and disposed of as PCB contaminated waste. No testing shall be done to confirm or deny its presence.

### Job Timing

Physical on-site project work shall commence on or after June 14, 2021 and must be completed on or before August 25, 2021. Design work may start when contract is executed. Upon execution, the Director of Facilities and Region 12 administration will be available for information and assistance as necessary to meet on-site deadlines.

### 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 alternates suggested. Any add-on or deducted alternate selected by Region 12 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.

### Warranty

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

### Certifications/Qualifications

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 Region 12 and/or any state or federal authority. The successful Contractor shall immediately and in writing notify Region 12 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 subcontractor personnel assigned to perform work beyond the completion date shall be required to submit to background checks as deemed warranted by Region 12.

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 propose.

**EXHIBIT D-3**  
**REGIONAL SCHOOL DISTRICT NO. 12 (“Region 12”)**  
**SCOPE OF WORK**

**for**

**REPLACEMENT OF OIL BOILER & PERIMETER HEATING**

General Overview

Regional School District No. 12 issues this Request for Proposal for a design build project to remove and replace an existing boiler/burner and baseboard perimeter heating units at Shepaug Valley School located at 159 South Street, Washington, CT 06793. The selected Contractor shall provide engineering design, all necessary drawings, permits, labor and materials to complete the project in compliance with all applicable building codes, laws and regulations. Contractor shall be responsible to obtain and pay for all permits, licenses, certificates, registrations and approvals as required by law.

General Working Conditions

1. During the term of the project, Contractor shall:
  - a) 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;
  - b) schedule deliveries to minimize space and time requirements for storage of materials and equipment on site;
  - c) 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 construction activity occurs; and
  - d) notify Region 12 not less than 72 hours in advance of activities that will affect Region 12 operations.
2. The administrative and maintenance staff as well as animal instructors and barn staff of Region 12 will occupy the site and existing buildings during the project. Animals will be in close proximity to the work site. Care and consideration must be given to staff and animals. Contractor shall take care to protect the nearby barn and its sensitive animals from construction activities including loud sounds, vibrations, or damages. Any aspect of the work plan that may disturb or frighten animals must be communicated in advance with Region 12. The animals will be moved accordingly if necessary.
3. Contractor shall adhere to all applicable OSHA safety procedures and practices at all times and comply with all local, state and federal codes, safety requirements, hazardous waste requirements, laws and regulations for and during the project planning and execution. 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.

4. Shepaug Valley School normal hours of access when school is not in session are 6:00 A.M. to 4:00 P.M. Monday through Friday. If Contractor needs to work beyond normal hours of access or on weekends, a member of the Region 12 custodial team must be on-site during work times. Region 12 incurred custodial labor costs will be deducted from the Contractor's final payment. Region 12 labor costs are set forth in the Agreement between the Shepaug Valley Regional School District No. 12 Board of Education and the Shepaug Valley Custodians and Cafeteria School Employees Local 1303-109 of Council #4 AFSCME, AFL-CIO available on the Region 12 website.
5. Safety and security are important to Region 12 and measures shall be put in place to ensure that the doors are locked, and the work site is secured safely during work hours and non-work hours.
6. Shepaug Valley School is under closed circuit surveillance.

#### Conditions Specific to Project

1. Contractor shall access the site to the rear of the main school facility directly outside of the boiler room. Contractor shall restore to original conditions any areas disturbed by the project, including but not limited to grading, topsoil, hay, seed, lawn, concrete and asphalt.
2. An area close to the project site will be determined and allow for use and storage of the necessary materials for the project. An area will also be designated for Contractor's vehicles. Contractor shall not use other areas of the facility without the permission of the Director of Facilities.

#### Scope of Project

1. Provide labor and materials to remove the existing #2 oil fired boiler equipment and burner from the first operating output valves, exhaust stack flange, water feed shut off valve, oil lines, electrical power source and controls wiring. The existing burner will be left on site for Region 12 to use for parts in other burners. All equipment and materials being disconnected along with oils and waste left in the system lines shall be the responsibility of the contractor to properly clear, clean and dispose.
2. Provide labor, materials, engineering and drawings to size, to install new Weil-McLain Modulating boiler (or substantially similar) equipment having a suitable engineered matching modulating Carlin or Beckett burner (or substantially equivalent) to handle the newly determined design loads. The equipment shall be installed per factory and design specifications and tied into the existing boiler room operating valve, exhaust stack, water feed line, oil lines, electrical power source and controls wiring. The new units (boiler and burner) shall be sized accordingly for the existing building and to properly support the new hydronic baseboard equipment and necessary loads. If substantially similar equipment is used, Contractor must certify its capability to work seamlessly with all other currently installed equipment throughout the building.
3. Provide labor and materials for controls wiring of all new equipment and BMS interface. BACnet compatible components and Distech controllers shall be used throughout the project to accomplish integration with the existing BMS system. Region 12's head computer end is using a Tridium Niagara BMS system located within the building and any and all connections to the new equipment need to be run to this location, if necessary. Region 12 presently works with CTC Building Solutions located in Cromwell, Connecticut to manage the BMS system in the building.

4. Provide labor and materials necessary to perform startup, tuning and complete BMS control of the new boiler equipment to factory and Region 12 specifications while providing the environment for seamless interaction with existing controls and equipment.
5. Provide labor and materials necessary to remove the existing (37) electric baseboard heating units. The electric distribution wiring supply components shall be removed back to the supply sources located in the ceilings. The wiring shall be removed and any holes in circuit panels or intermediate distribution boxes shall be plugged safely. Any existing thermostatic controls wiring may be reused if Contractor deems it to be in good working condition and available to support new components. Existing thermostats shall be removed, and new thermostats installed to control the new units within each room. Care shall be taken to reduce any damage to the existing walls, floors, ceilings and other improvements in place. Any damage to existing improvement shall be the sole responsibility of the Contractor to repair. All repair work shall return the improvements to an as good or better state than existed before removal of the units.
6. Provide labor and materials to supply and install an allowance of 264 feet of new Zehnder/Rittling Regency wall mounted fin tube hydronic radiation equipment, model FS5, 14 gauge, factory finished powder coated (owner to select from standard finishes), 14 inch tall, 5-3/8" deep, sloped top, 1" copper element with 4-1/4" x 4-1/4" fins spaced 48 fins per foot, snap fit hangars, snap mounting channels and associated components necessary to complete the installation to a finished appearance. Contractor may suggest substantially similar finish options, however the decision for final selection remains with the Region 12.
7. Provide labor and materials necessary to connect new wall mounted baseboard heating units to the existing heating (50% glycol) supply and return lines located above the (Plenum rated) ceilings in the adjacent hallways. Each of (22) locations making up the 264 feet shall have a separate automated control valve, local thermostat control with valve and controls tied to the head end BMS controls system located in a custodial office at the north end of the building.
8. Provide labor and materials necessary to drain the existing glycol heating solution that is in the heating system piping into a rental storage tank to be supplied by the contractor and placed outside of the boiler room. Provide additional Houghton Chemical Corporation - Safe-T-Therm-HD glycol product (or similar) as required by the addition of the new perimeter hydronic equipment to top off the system and achieve the design pressure as determined by the design engineer. Test and adjust the 50% glycol solution to maintain a (-15) degrees burst point.
9. Arrange for State of Connecticut inspection of heating equipment requiring license or registration and appropriately affix certificates to the equipment as required.
10. Properly dispose of all unnecessary components that have been removed by the project.

OEM Manuals and Training:

1. Contractor shall provide an OEM binder that includes manufacturer's literature and care and operating manuals for all equipment and components used in the project.
2. A two-hour on-site training session for training on use and operation of all newly installed equipment, systems and controls for the owner's employees shall be provided by Contractor, scheduled within ten (10) days of completion at the convenience of owner.

### Job Timing

On-site project work shall commence on or after June 14, 2021 and must be completed on or before August 25, 2021. Design work may start when contract is executed. Upon execution, the Director of Facilities and Region 12 administration will be available for information and assistance as necessary to meet on-site deadlines.

### 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 alternates suggested. Any add-on or deducted alternate selected by Region 12 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.

### Warranty

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

### Certifications/Qualifications

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 Region 12 and/or any state or federal authority. The successful Contractor shall immediately and in writing notify Region 12 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 subcontractor personnel assigned to perform work beyond the completion date shall be required to submit to background checks as deemed warranted by Region 12.

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 D-4**  
**REGIONAL SCHOOL DISTRICT NO. 12 (“Region 12”)**  
**SCOPE OF WORK**  
**for**  
**PRE-FABRICATED METAL MAINTENANCE GARAGE**

General Overview

Regional School District No. 12 issues this Request for Proposal for design build proposals for a new pre-fabricated insulated metal garage for gasoline equipment storage and light maintenance at Shepaug Valley School located at 159 South Street, Washington, CT 06793. The project includes removal of an existing wooden shed structure and concrete foundation with clearing and grading land to prepare the area for placement of the new garage. The selected Contractor shall provide engineering design, all necessary drawings, permits, labor and materials to complete the project in compliance with all applicable building codes, laws and regulations. Contractor shall be responsible to obtain and pay for all permits, licenses, certificates, registrations and approvals from all departments of the Town of Washington, including, but not limited to, zoning, land use, wetlands, and health, building and fire marshal offices and/or as required by law.

General Working Conditions

1. During the term of the project, Contractor shall:

- a) 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;
- b) schedule deliveries to minimize space and time requirements for storage of materials and equipment on site;
- c) 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 construction activity occurs; and
- d) notify Region 12 not less than 72 hours in advance of activities that will affect Region 12 operations.

2. The administrative and maintenance staff as well as animal instructors and barn staff of Region 12 will occupy the site and existing buildings during the project. Animals will be in close proximity to the work site. Care and consideration must be given to staff and animals. Contractor shall take care to protect the nearby barn and its sensitive animals from construction activities including loud sounds, vibrations, or damages. Any aspect of the work plan that may disturb or frighten animals must be communicated in advance with Region 12. The animals will be moved accordingly if necessary.

3. Contractor shall adhere to all applicable OSHA safety procedures and practices at all times and comply with all local, state and federal codes, safety requirements, hazardous waste requirements, laws and regulations for and during the project planning and execution. 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.

4. Shepaug Valley School normal hours of access when school is not in session are 6:00 A.M. to 4:00 P.M. Monday through Friday. If Contractor needs to work beyond normal hours of access or on weekends, a member of the Region 12 custodial team must be on-site during work times. Region 12 incurred custodial labor costs will be deducted from the Contractor's final payment. Region 12 labor costs are set forth in the Agreement between the Shepaug Valley Regional School District No. 12 Board of Education and the Shepaug Valley Custodians and Cafeteria School Employees Local 1303-109 of Council #4 AFSCME, AFL-CIO available on the Region 12 website.

5. Safety and security are important to Region 12 and measures shall be put in place to ensure that the doors and gates are locked, and the work site is secured safely during work hours and non-work hours.

6. Shepaug Valley School is under closed circuit surveillance.

#### Conditions Specific to Project

1. Contractor will be provided access to the rear of the school facility where the project site is located. Contractor shall restore to original conditions any areas disturbed by the project, including but not limited to grading, topsoil, hay, seed, lawn, concrete and asphalt.
2. An area close to the project site will be determined and allow for use and storage of the necessary materials for the project. An area will also be designated for Contractor's vehicles. Contractor shall not use other areas of the facility without the permission of the Director of Facilities.

#### Scope of Project

1. Provide all necessary services for all engineering, design, drawings, mechanical-electrical requirements, utility connections, meetings, travel, site preparations and site finishes, deliveries and construction activities to erect and outfit a pre-fabricated metal building on a concrete slab constituting a finished maintenance garage.
2. Provide pre-fabricated garage in the approximate size of sixty (60') feet deep, sixty-five (65') feet wide with a twelve (12') foot clear interior height and a sloped roof to the rear, to be built on a concrete slab. The front face shall have an asphalt apron across its face that shall be thirty (30') feet deep to the building face for vehicles parked in front. Footings shall protrude above the finished interior grade a minimum of two (2') feet intended to protect the interior walls from damage.  $\frac{3}{4}$ " x 4' x 8' painted plywood shall be erected on the interior face of the structure mounted above the concrete foundation walls to protect the interior walls from damage. Gutters in the rear shall have only splash blocks on grades that direct water away from the building.
3. Provide three insulated, electrically operated ten (10') foot by ten (10') foot aluminum garage doors with a standard steel six (6') foot eight (8") inch double door set to provide access to the face of the building for vehicles and foot traffic. Include additional access and egress points as required by code.
4. All exterior surfaces of the structure shall be coated from the factory to protect from weather (Region 12 to select from standard colors). If factory finish is not available, Contractor shall apply weatherproof coating (Region 12 to make final selection from Contractor recommendation).

5. Provide one (1) working 1,000 pound manual hoist rail system centered in one bay intended to remove and install sanders for trucks.
6. The building shall be heated with a single exterior buried 1,000 gallon propane tank, piped and connected to suspended unit heaters located inside above the clear height.
7. Provide feeds for power, data (CAT 6), and fire and security lines which shall be trenched from the existing electrical room in the main school building. The garage service panel shall be mounted along an interior finished perimeter wall, not on the face wall.
8. Install LED lights above the twelve (12') foot clear height and spread appropriately to provide for maintenance tasks being performed on the equipment below. Two wall mounted sensor controlled exterior LED lights located on each front corner shall provide lighting for the building face.
9. Install duplex outlets along the perimeter for task use at ten foot (10') intervals. The electrical panel shall include space for six (6) additional 20 Amp circuits that will be used to support equipment such as a drill press, small ½ HP compressor, pedestal grinder, bench outlets in the small shop area corner.
10. Install four (4) separate 120 volt 20 amp duplex power circuits needed for a wall hung ½ rack data center holding the security panel, fire panel, and phone and data equipment.
11. The garage shall have heat detectors and pull stations along with audible and visual wall mounted alarm devices per fire code tied to a local fire panel, which is then tied to the main building Siemens fire panel. Fire line tie in and programming by Siemens authorized contractor to main panel shall to be included.
12. Contractor shall size electric services to be adequate for all required electrical components set forth in this Scope.
13. The garage will have no water services.
14. A hand drawn sketch will be provided at the mandatory walkthrough to give direction for the concept of the garage space being considered.

### Project Management

1. Contractor shall be responsible for project management of all aspects of the project including all subcontractors. A representative of the Contractor shall be present throughout the project and shall verify project will meet all requirements for intended use.
2. The Director of Facilities is the designated representative of Region 12 for this project. Contractor shall schedule regular meetings with the Director of Facilities to review progress and discuss any aspects of the ongoing project that require Region 12 input or decisions.
3. Upon substantial completion, the Contractor representative shall notify the Director of Facilities. The Contractor and Director of Facilities will conduct a walkthrough to create a punch list of items requiring resolution prior to acceptance by the Region 12.

### Job Timing

On-site project work shall commence on or after June 14, 2021 and must be completed on or before August 25, 2021. Design work may start when contract is executed. Upon execution, the Director of Facilities and Region 12 administration will be available for information and assistance as necessary to meet on-site deadlines.

### 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

1. The pre-fabricated insulated metal building design shall consider the use of standard manufactured sizes that are readily available which may differ from the requested size in order to accommodate readily available units and early shipment in order to control cost and meet project deadlines.
2. It is the intention of Region 12 to utilize the structure primarily for storage of gasoline equipment on one side, while providing a small light maintenance area located along the other side. Consideration for reducing cost will be given for developing two spaces, one that is lightly tempered for storage while the other is properly tempered for light working conditions.
3. Proposal shall also include additional optional cost saving suggestions and options to the project as recognized by the Contractor during the investigation and design phase.
4. Contractor shall provide additional or deduct pricing for alternates suggested. Any add-on or deducted alternate selected by Region 12 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.

### Warranty

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

### Certifications/Qualifications

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 Region 12 and/or any state or federal authority. The successful Contractor shall immediately and in writing notify Region 12 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 subcontractor personnel assigned to perform work beyond the completion date shall be required to submit to background checks as deemed warranted by Region 12.

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 D-5**  
**REGIONAL SCHOOL DISTRICT NO. 12 (“Region 12”)**

**SCOPE OF WORK**

**for**

**REPLACEMENT OF 10,000 GALLON POTABLE WATER STORAGE TANK**

General Overview

Regional School District No. 12 issues this Request for Proposals from Connecticut certified public water system operators for the removal and replacement of an existing 10,000 gallon potable water tank at Shepaug Valley School located at 159 South Street, Washington, CT 06793.

General Working Conditions

1. During the term of the project, Contractor shall:
  - a) 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;
  - b) schedule deliveries to minimize space and time requirements for storage of materials and equipment on site;
  - c) 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 construction activity occurs; and
  - d) notify Region 12 not less than 72 hours in advance of activities that will affect Region 12 operations.
2. The administrative and maintenance staff as well as animal instructors and barn staff of Region 12 will occupy the site and existing buildings during the project. Animals will be in close proximity to the work site. Care and consideration must be given to staff and animals. Contractor shall take care to protect the nearby barn and its sensitive animals from construction activities including loud sounds, vibrations, or damages. Any aspect of the work plan that may disturb or frighten animals must be communicated in advance with Region 12. The animals will be moved accordingly if necessary.
3. Contractor shall adhere to all applicable OSHA safety procedures and practices at all times and comply with all local, state and federal codes, safety requirements, hazardous waste requirements, laws and regulations for and during the project planning and execution. 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.

4. Shepaug Valley School normal hours of access when school is not in session are 6:00 A.M. to 4:00 P.M. Monday through Friday. If Contractor needs to work beyond normal hours of access or on weekends, a member of the Region 12 custodial team must be on-site during work times. Region 12 incurred custodial labor costs will be deducted from the Contractor's final payment. Region 12 labor costs are set forth in the Agreement between the Shepaug Valley Regional School District No. 12 Board of Education and the Shepaug Valley Custodians and Cafeteria School Employees Local 1303-109 of Council #4 AFSCME, AFL-CIO available on the Region 12 website.
5. Safety and security are important to Region 12 and measures shall be put in place to ensure that the doors are locked, and the work site is secured safely during work hours and non-work hours.
6. Shepaug Valley School is under closed circuit surveillance.

#### Conditions Specific to Project

1. The existing tank is located within a poured concrete wall in a pump house located in a field near wetlands, 1,200 feet from the school. The end cap protrudes into the pump house while the body extends from the rear of the pump house into earth with organic growth above such as trees, grass, stumps, etc. The tank is connected to distribution pipes, pumps, treatment, etc. in the pump house which will remain mostly intact and be reconnected when the new tank has been installed. The tank has a steel flange that is embedded into the concrete wall requiring careful removal to allow for reuse of the concrete pump house in its entirety, with only patchwork where the existing tank and flange will be removed.
2. Access to the site is to be allowed along the north side driveway running east/west nearest the barn.
3. An area close to the project site will be determined and allow for use and storage of the necessary materials for the project. An area will also be designated for Contractor's vehicles. Contractor shall not use other areas of the facility without the permission of the Director of Facilities.
4. Contractor shall restore to original conditions any areas disturbed by the project, including but not limited to the pump house, grading, topsoil, hay, seed, lawn, concrete and asphalt.

#### Scope of Project

1. Contractor shall work with the Director of Facilities of Region 12, Connecticut Department of Public Health ("CTDPH"), the Town of Washington, Connecticut Building Departments, and Department of Public Health certified drinking water operators as necessary. Contractor shall be responsible to comply with all applicable laws and regulations and coordination with all officials. The application to the State of Connecticut for the tank replacement has been filed by Region 12 and will be provided to Contractor.
2. All proposals shall be complete and include all required permits, supervision and approvals from all state, town and regulatory agencies, labor, drawings, travel, safety precautions, close out documents, interactions with local town officials, meetings with Region 12 if necessary, and all material and equipment necessary to complete the work providing a finished product.
3. Contractor shall comply with all local, state and federal codes, laws and regulations for and during the project planning and execution.

4. Contractor shall disconnect and remove the existing approximately 50 year old steel 10,000 gallon water tank with its east facing steel tank wall protruding through the west wall of an existing poured concrete structure and its tank length buried underground behind the west wall. The disconnection shall occur at the first valve flange between the tank and its related distribution piping. Careful removal of concrete will be required as the existing tank has a steel flange imbedded in the poured concrete wall. Tank shall be removed and replaced with a new tank (as described below) and the wall shall be repaired per below requirements. The old tank and its debris shall be removed and disposed of off-site and in accordance with Connecticut state regulations
5. Contractor shall provide all necessary excavation to remove existing trees, soils and organic debris to expose the existing tank buried underneath. Trees, roots, soils, old tank remnants and piping not needed from the excavation shall be removed and disposed of off-site in a proper manner.
6. Contractor shall add any necessary stable base materials, i.e. crushed stone, clean sand or natural earth materials (1/2" sieve size), pea gravel < 3/4". Tank bedding materials shall be dictated by manufacturer. Contractor shall provide and install all necessary tie downs, tie down straps, blocks and turn buckles for securing the tank to its pad per manufacturer's recommendation.
7. Contractor shall set the new tank, repair the existing foundation wall and waterproof once new tank has been set.
8. Contractor shall schedule removal and installation so as to limit the use of crane time and trips. Careful attention should be paid to the nearby wetlands and sports fields when determining crane access.
9. All penetrations of the ground shall have proper fall protection for safety at all times when not supervised under demolition or construction. Signage to this affect shall be included and prominently displayed to properly warn all persons of the existing danger.
10. The new tank shall be buried in a similar manner when completed, less any trees. Contractor shall install the new tank in place of the old tank and re-connect the new tank to interior piping. Contractor shall disinfect and flush per AWWA standards and place the new tank in service. Contractor shall test the water per CTDPH requirements for bacteria and physical and volatile organic chemicals.
11. Contractor shall provide a newly manufactured 10,000 gallon potable water tank which complies with all regulations of CTDPH and the Town of Washington. The new tank shall be a Highland Tank Mfg. Co. (or similar) horizontal tank with a dimension of eight feet (8') in diameter and a length of twenty-six feet, eight inches (26' 8"), with the following specifications:
  - a. Interior Lining - high strength coated carbon steel
  - b. AWWA compliant
  - c. CTDPH acceptable
  - d. Polymer composite liner
  - e. NSF/ANSI 61 Drinking Water
  - f. Exterior - UL & AWWA compliant coating with an epoxy/polyurethane finish

- g. Corrosion control UL-1746 compliant
  - h. Documentation confirming testing for 5 psi factory air pressure
12. New tank tapping's for use in connecting to Region 12 existing piping layout shall be in the same locations as the existing tank to allow for minimal piping changes in connecting the new tank to existing interior piping. See #13 & #14 below.
  13. The new tank shall have an inspection manhole that has access from existing grade. A corrugated pipe of adequate diameter needs to be placed at the opening and protrude to grade level which will be capped off at grade level with a concrete cover to allow for future inspections of the new tank without the need to dig.
  14. The existing tank connection to interior piping shall be severed at the first 4" valve flange after the tank. The existing 4" copper riser tube containing the level floats for the existing tank shall be disconnected. Once the new tank is set in place and stabilized, the 4" copper riser tube containing the float system shall be converted to a new level transducer and digital level controller to replace the old well tank level controls. All venting piping shall be new pipe, galvanized, oil free, including properly screened overflow, vent, and emergency fill pipe placed in accordance with CTDPH specifications.
  15. During the time the existing tank is shut off and the time the new tank passes all of its testing to be placed back in service, Contractor shall provide a temporary by-pass or potable water fills of another existing on-site tank when necessary to maintain a safe, sufficient water level or a CTDPH certified tank shall be placed on site to accommodate the summer activities at the school.
  16. A third party testing service shall be included in project cost to test the water quality upon work completion as required by CTDPH.

#### Contractor Requirements:

Lead contractors must possess certification as Connecticut public water system operators. All contractors and subcontractors shall be appropriately licensed in the State of Connecticut.

#### Job Timing

On-site project work shall commence on or after June 14, 2021 and must be completed on or before August 25, 2021. Design work may start when contract is executed. Upon execution, the Director of Facilities and Region 12 administration will be available for information and assistance as necessary to meet on-site deadlines.

#### 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 alternates suggested. Any add-on or deducted alternate selected by Region 12 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.

#### Warranty

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

#### Certifications/Qualifications

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 Region 12 and/or any state or federal authority. The successful Contractor shall immediately and in writing notify Region 12 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 subcontractor personnel assigned to perform work beyond the completion date shall be required to submit to background checks as deemed warranted by Region 12.

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: May \_\_\_\_\_, 2021

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](mailto:olearyd@region-12.org) or [grantn@region-12.org](mailto:grantn@region-12.org)

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR’S  
REPRESENTATIVE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. No. \_\_\_\_\_  
Email: \_\_\_\_\_

PROJECT: Improvement(s) at Shepaug Valley School (“Project”)  
[insert specific improvement]

LOCATION(S): Shepaug Valley School  
159 South Street  
Washington, CT 06793 (the “Project Site”).

**I. The Project and the Work**

The Project shall consist of all necessary permits, labor, material and required equipment to: [insert improvement(s)]. 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, labor, materials 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 April 29, 2021.  
Proposal for the Project submitted by Contractor dated on or before May 20, 2021 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).

If school is in session when work is in progress, 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\_\_.

X 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.

X August 25, 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 to changes in the Work:

Item \_\_\_\_\_ Unit \_\_\_\_\_ Price per Unit \_\_\_\_\_  
Item \_\_\_\_\_ Unit \_\_\_\_\_ Price per Unit \_\_\_\_\_

(attach additional sheets as necessary)

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

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 an application for payment to the District by the 15th day of each month 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, 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 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 "Indemnatee") 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**

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 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:

**IMPROVEMENTS AT SHEPAUG VALLEY SCHOOL**

- 1) Roof Restoration, 2) Replacement of Windows, 3) Replacement of Boiler & Perimeter Heating  
4) New Maintenance Garage, 5) Replacement of 10,000 Gallon Water Tank**

The Proposals will be received via email to the Director of Finance, Nicole Grant, at [grantn@region-12.org](mailto:grantn@region-12.org) until 11:00 am on May 20, 2021 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](mailto:grantn@region-12.org). **Please note: Mandatory site visit May 7, 2021 at 10:00 AM with a starting point at the front entrance to Shepaug Valley School, 159 South Street, Washington, Connecticut.**

Join Zoom Meeting

<https://us02web.zoom.us/j/86193462432?pwd=V1JJSkRUT1JZa1pRdFIwS2prV0p4Zz09>

Time: May 20, 2021 11:00 AM Eastern Time (US and Canada)

Meeting ID: 861 9346 2432

Passcode: 018734

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

April 29, 2021

## 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/BuildingRates\\_7-1-2020\\_0.pdf](https://ctdol-prod-portal.ecourt.com/public-portal/sites/default/files/BuildingRates_7-1-2020_0.pdf) for prevailing wage rates as of July 1, 2020. 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 10.05 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public