BETHANY BOARD OF EDUCATION
REQUEST FOR PROPOSAL
GENERAL CONDITIONS & BID SPECIFICATIONS
INSTRUCTIONS TO BIDDERS

BETHANY COMMUNITY SCHOOL OUTDOOR EDUCATION PAVILION PROJECT BID #2022-BCS2

I. **PROJECT:** The Bethany Board of Education (the "Board") is requesting bids from qualified contractors for an outdoor education pavilion (the "Project") at the property located at 44 Peck Road, Bethany, Connecticut (the "Property").

II. **INSTRUCTIONS TO BIDDERS:** The following instructions and specifications shall be observed by all bidders.

A. **PROPOSAL COMPLIANCE:** Bids must be in writing and received by the Board no later than 1:55 p.m. on Monday, May 16, 2022 ("Bid Due Date") at which time the bids will be publicly opened and read aloud unless otherwise provided in the Timeline provided in Section M below. Bids shall be hand-delivered or mailed to the Board's Offices located at 44 Peck Road, Bethany, CT 06524. Bids must be signed by an authorized representative/officer/agent of the bidder. The Board or its designee shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications. All forms and documentation to be provided as part of the bid submission shall be complete and include all requested information. Incomplete submissions may be cause for disqualification of the bid.

B. **BID RETURN ENVELOPE:** All bids shall be submitted in sealed, opaque envelopes clearly labeled on the outside with the name of the bidder, bidder's address, the words "BCS OUTDOOR EDUCATION PAVILION PROJECT" and the Bid Due Date. Proposals submitted after the Bid Due Date or in unmarked envelopes which are opened by the Board in its normal course of business will be rejected. The Board will not be held responsible for those bids lost in the mail.

C. **BID DOCUMENTS:** The Bid Documents include this Request for Proposal and all documents listed on Exhibit A hereto (the "Bid Documents").

D. **BID PROPOSAL/PRICE:** Each bid must be submitted in writing using the bid form included in the Bid Documents ("Bid Form") and bid prices must be handwritten in ink or typewritten in both words and figures. Bid prices shall include all labor, materials, and equipment necessary to complete the work as described in and reasonably inferable from the Bid Documents (the "Work"). All prices must be NET, F.O.B. to the Bethany Board of Education, 44 Peck Road, Bethany, Connecticut, unless otherwise indicated in the Bid Documents. In the event that there is a discrepancy between the bid price written in words and the numerals, the bid price written in words shall govern. The Bethany Board of Education is exempt from the Connecticut sales tax, Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

E. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written notice to the Board which notice is received prior to the Bid Due Date. Subsequent to the Bid Due Date, bids may not be withdrawn or modified and shall remain valid for ninety (90) days after the Bid Due Date.

F. **RIGHT OF REJECTION:** The Board may reject any and all bids if, in its opinion, it is in the best interest of the Town or the Board to do so, for whatever reason. The Board may reject or accept any and all bids in whole or in part and may waive any informality in bids received.

G. **METHOD OF AWARD – FACTORS:** In awarding the contract, the following factors shall be taken into consideration:

1. bidders qualifications and experience with projects of the same type, size, and complexity as the project;
2. bid price for the project; and
3. the information provided by the bidder as part of its submission evidencing the bidder's ability to perform the Work in a quality and timely manner for the proposed bid price.

The contract for the project will be awarded to the lowest responsible qualified bidder which is the bidder that is determined by the Board to (i) have complied with all of the requirements of the Bid Documents in the preparation and delivery of its bid submission, (ii) be qualified to perform the Work, (iii) have submitted the lowest bid price and (iv) be, and to have submitted a bid that is, acceptable to the Board.

H. **FAMILIARITY WITH LAWS, SITE CONDITIONS, AND DOCUMENTS:** Each bidder is required to be familiar and comply with the terms and conditions of the Bid Documents and with all federal, state, and local laws, ordinances, or regulations which in any manner relate to the furnishing of the equipment, material or services for the Work. The submission of a bid shall be construed as an assurance that the bidder has examined all the conditions of the Bid Documents and the failure of the bidder to do so shall in no way relieve such bidder from its obligations in respect to its bid.

I. **QUALIFICATIONS OF BIDDER:** The Board may, but shall have no obligation to, make such investigation as it deems necessary to determine the ability of the bidder to perform the Work. The bidder shall furnish to the Board all such information for this purpose as the Board may request. The Board reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Board that such bidder is qualified to carry out the obligations set forth in the Bid Documents and to perform the Work.

J. **ERRORS, INTERPRETATIONS, AND ADDENDA:** Should the bidder find any omissions, discrepancies, or errors in the Bid Documents or should the bidder be in doubt as to the meaning of the specifications or other documents included in the Bid Documents, the bidder should immediately notify the Superintendent of Schools, who may correct, amend or clarify such documents by issuing an addendum. Each bidder shall provide a valid email address in order to receive a copy of the Bid Documents and Addendum shall be distributed by email to all bidders providing such a valid email address. No oral interpretation shall be made to any bidder and no oral statement of the Board or any agent or representative of the Board shall be effective to modify any of the provisions of the Bid Documents. The Board shall have the right to request clarifications of any bid submitted.

K. **SUBSTITUTION FOR NAMED BRANDS OR SUBCONTRACTING:** Should brand name items appear in the specifications included in the Bid Documents, such brand name items shall be included in the bid price unless a substitution is approved in writing by the Board by addendum.

L. **FORM OF CONTRACT:** The bidder selected for the Project shall be required to sign a contract substantially in the form of the contract attached hereto as Exhibit B (the "Contract"). The Board reserves the right to modify the Contract as the Board determines would be in the best interest of the Board.

M. **TIMELINE/IMPORTANT DATES:**

- Mandatory Pre-Bid Walkthrough is Monday, May 2, 2022 at 4:00 p.m. at the main entrance of Bethany Community School, 44 Peck Road, Bethany, Connecticut.
- Bid Due Date Monday, May 16, 2022 at 1:55 p.m.
- Bid Opening (if other than the Bid Due Date) Monday, May 16, 2022 at 2:00 p.m. at the Bethany Board of Education Office, 44 Peck Road, Bethany, Connecticut.
- Anticipated Project start date on June 20, 2022.
- Project completion date by Friday, August 19, 2022.

N. **INSURANCE REQUIREMENTS:** The Contractor selected for the Project shall agree to maintain in force at all times during the contract the following minimum coverage's and shall name the Town of Bethany and the Bethany Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers' Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" VII. In addition, all Carriers are subject to approval by the Town of Bethany and the Bethany Board of Education.

1. General Liability

Each Occurrence	$1,000,000 minimum
General Aggregate	$2,000,000 minimum
Products/Completed Operations Aggregate	$2,000,000 minimum

2. Auto Liability

Combined Single Limit Each Accident	$1,000,000 minimum

3. Umbrella (Excess Liability)

Each Occurrence	$1,000,000 minimum
Aggregate	$1,000,000 minimum

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

4. Workers Compensation and Employers' Liability

WC Statutory Limits	
EL Each Accident	$1,000,000
EL Disease Each Employee	$1,000,000
EL Disease Policy Limit	$1,000,000

Original completed Certificates of Insurance must be presented to the Town of Bethany and the Bethany Board of Education prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) days prior to the expiration date of the policies. Should any of the above described policies be canceled, limits reduced or coverage altered, thirty (30) days written notice must be given to the Town.

O. **BID SUBMISSION REQUIREMENTS:** All bid submissions must include the following:

1. Project References: Please provide a minimum of three (3) references from municipalities and/or Connecticut Boards of Education for projects similar to the Project including project location, contact person, and telephone number.

2. Bid Form (Attachment B): Fully completed and properly executed and without any conditions added to the form.

3. Non-Collusion Affidavit (Attachment A): Fully completed and properly executed.

BETHANY COMMUNITY SCHOOL OUTDOOR EDUCATION PAVILION PROJECT BID #2022-BCS2

EXHIBIT A – BID DOCUMENTS

1. The Invitation to Bid (Attachment C).

2. This Request for Proposals and Instructions to Bidders including all exhibits and attachments hereto.

3. Bid Form

4. PROJECT SPECIFICATIONS: Applicant will be responsible for, but not limited to:

   a. The Bethany Community School Outdoor Education Pavilion Project includes the construction of a 2,665 square foot covered structure for the general education and gathering for the Bethany Public School District community. The general contractor will be required to construct the steel and wood framed building with exterior finish materials closely matching those on the existing school building.

   b. The work includes the preparation and alteration of the project site including related demolition, new paving, and connections to existing school facilities. Extension of the existing power and data systems to and throughout the new building is required. New accessways to pavilion area are part of the related site work.

   c. The project will allow for future site and utility expansions for an outdoor assembly area.

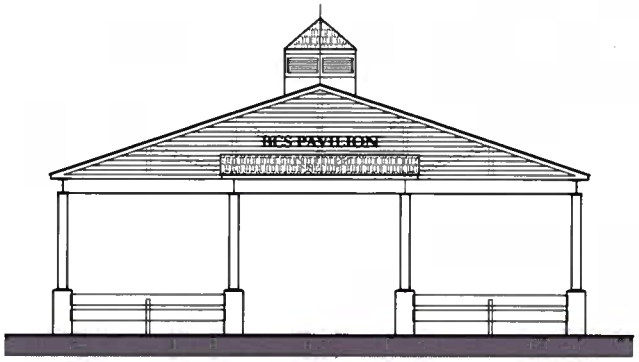
   Site drawings are attached.

BCS

OUTDOOR EDUCATION PAVILION

44 PECK RD. in BETHANY, CT 06524

4/18/2022



ARCHITECTURAL SYMBOLS & LEGEND

- INTERIOR ELEVATION KEY (ELEVATIONS INDICATED BY FILLED POINT AND NUMERIC DESIGNATION)
- EXTERIOR ELEVATION KEY
- BUILDING SECTION KEY
- WALL OR DETAIL SECTION KEY
- 1ST FLOOR PLAN 1/4" = 1'-0" — DETAIL TITLE KEY
- ELEV. — TOP OF (FOUNDATION) WALL KEY OR ELEVATION BENCHMARK
- ELEV. — BOTTOM OF (FOUNDATION) WALL KEY
- DETAIL KEY
- NEW WALL CONSTRUCTION
- EXISTING WALL OR CONSTRUCTION TO BE DEMOLISHED / REMOVED (NOTED)
- DOOR NUMBER KEY
- CASED OPNG. KEY ("C" FOLLOWED BY CASED OPNG. FINISHED WIDTH)
- WINDOW TYPE KEY
- WALL TYPE KEY
- CENTERLINE SYMBOL
- LIVING RM. — ROOM OR SPACE DESIGNATION KEY

BUILDING AREAS

PAVILION

2,865 SF GROSS AREA (MEASURED FROM EXTERIOR SIDE OF POSTS)

BUILDING INFO.

CLASSIFICATIONS

R3 USE GROUP RESIDENTIAL (SINGLE FAMILY RESIDENCE)

VB CONSTRUCTION TYPE COMBUSTIBLE, UNPROTECTED

HEALTH

SEWER THE HOUSE IS CONNECTED TO THE MUNICIPAL SEWER SYSTEM

WATER DOMESTIC WATER IS SUPPLIED BY A MUNICIPAL / UTILITY WATER CO.

BUILDING CODES

2018 CONNECTICUT STATE BUILDING CODE

2015 INTERNATIONAL BUILDING CODE (IBC) [1]

2015 INTERNATIONAL RESIDENTIAL CODE (IRC) [1]

2015 INTERNATIONAL PLUMBING CODE (IPC) [1]

2015 INTERNATIONAL MECHANICAL CODE (IMC) [1]

2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) [1]

2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC) [1]

2017 NFPA70, NATIONAL ELECTRICAL CODE [1]

[1] AS ADOPTED WITH AMENDMENTS

LIST OF DOCUMENTS

DRAWINGS

CVR COVER SHEET AND PROJECT INFORMATION

SA-1 SITE LOCATION AND DEVELOPMENT PLAN

A-1 PAVILION PLAN

A-2 EXTERIOR ELEVATIONS AND SECTION

A-3 SECTION DETAIL

E-1 ELECTRICAL PLAN

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Issues

Project Name: BSC — OUTDOOR EDUCATION PAVILION

Project Address: 44 PECK RD. BETHANY, CT 06524

Architect's Job No. 2122

Sheet Name: COVER SHEET AND PROJECT INFORMATION

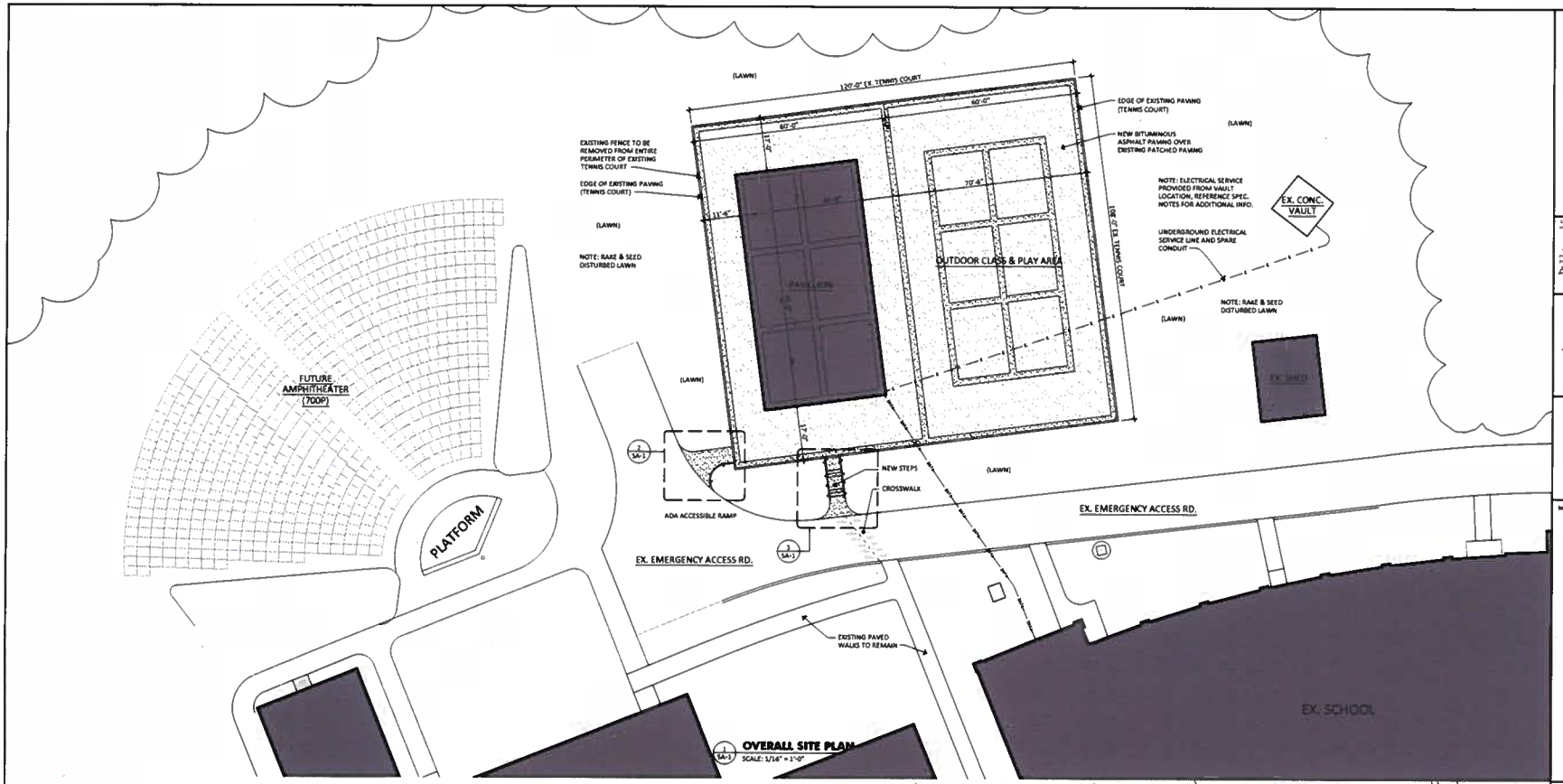
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Date: 4/18/2022

FOR BUILDING USE ONLY

Sheet No.: CVR

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BSC
OUTDOOR EDUCATION PAVILION

Project Address
44 PECK RD.
BETHANY, CT 06524
Architect's Job No. 2122

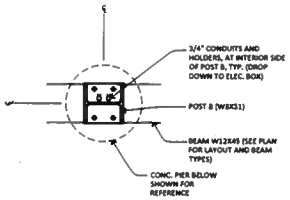
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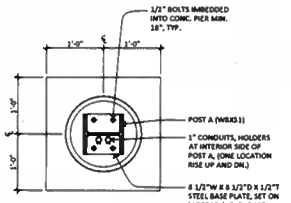
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Sheet No.
SA-1

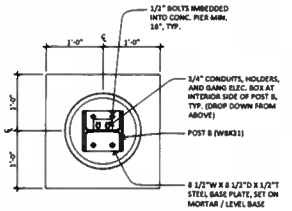
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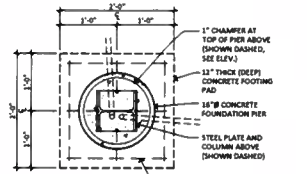
4 A-1 **UPPER POST REFLECTED PLAN**
SCALE: 1" = 1'-0"



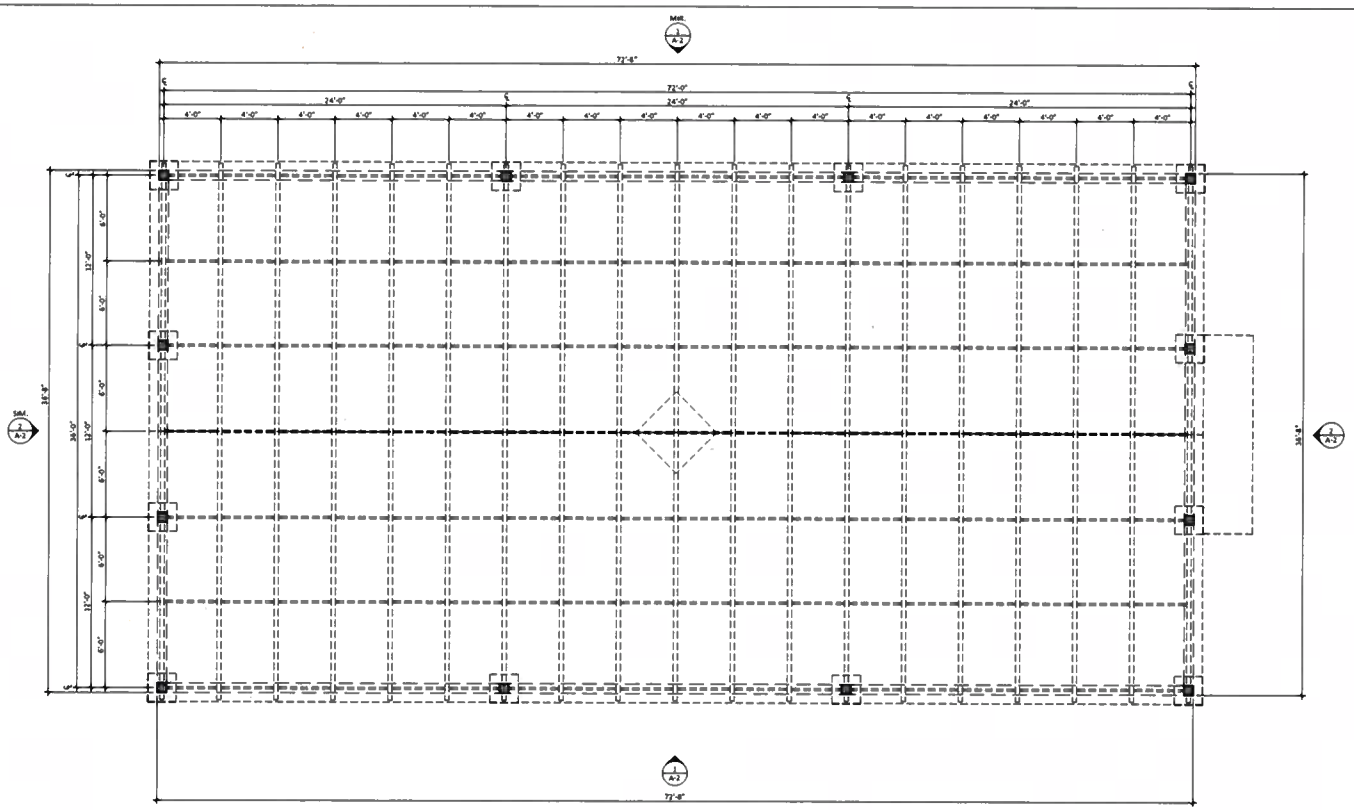
4 A-1 **POST A PLAN**
SCALE: 1" = 1'-0"



3 A-1 **POST B PLAN**
SCALE: 1" = 1'-0"



2 A-1 **FOUNDATION PIER PLAN**
SCALE: 1" = 1'-0"



1 A-1 **PAVILION PLAN**
SCALE: 1/4" = 1'-0"

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Issues

Project Name
BSC
OUTDOOR EDUCATION PAVILION

Project Address
44 PECK RD.
BETHANY, CT 06524

Architect's Job No. 2122

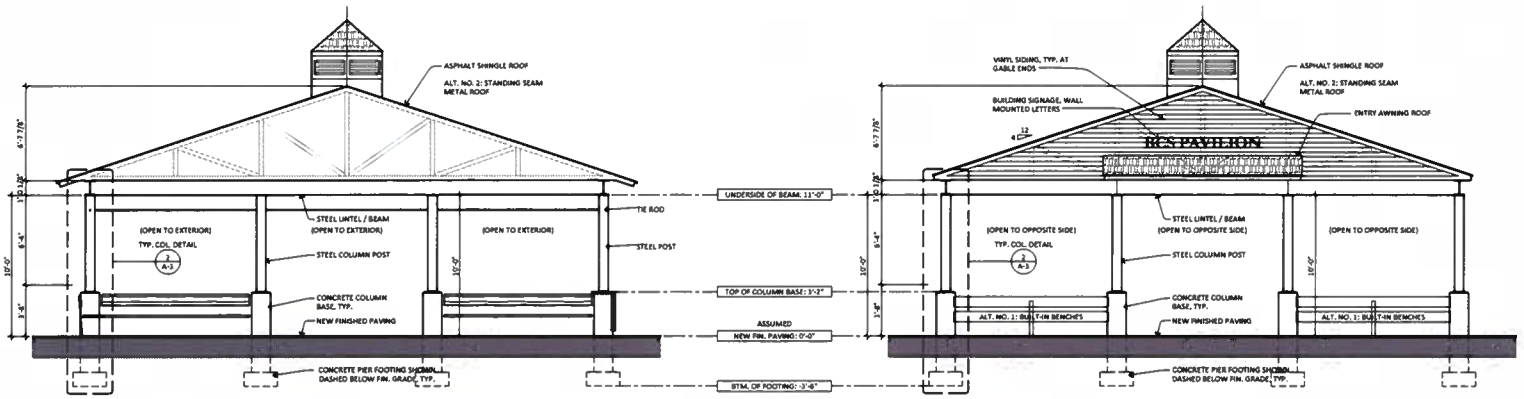
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Scale
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Date
4/18/2022

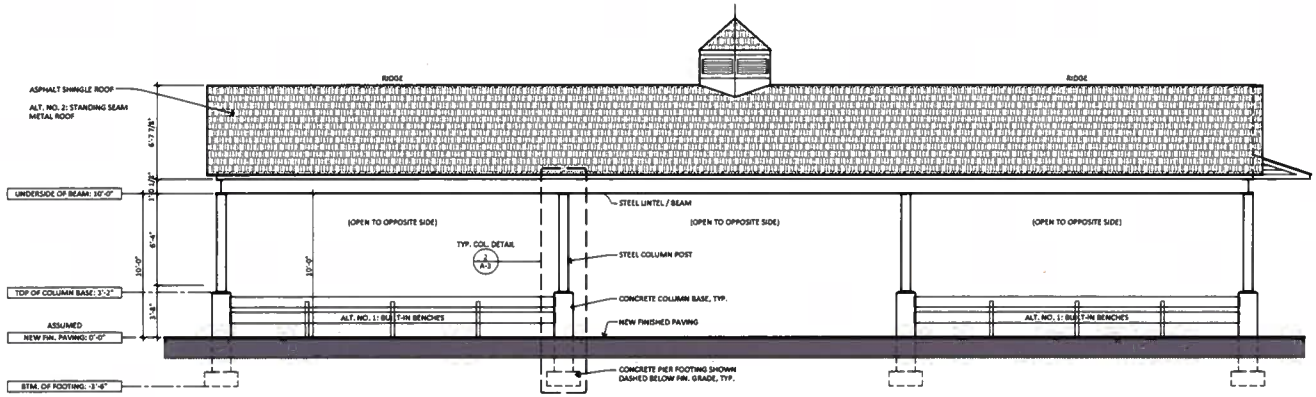
Sheet No.
A-1

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3/A-2 **BUILDING SECTION**
SCALE: 1/4" = 1'-0"

3/A-2 **WEST (FRONT) EXTERIOR ELEVATION**
SCALE: 1/4" = 1'-0" EAST (REAR) EXTERIOR ELEV. SIM.



3/A-2 **NORTH (LEFT SIDE) EXTERIOR ELEVATION**
SCALE: 1/4" = 1'-0" SOUTH (RIGHT SIDE) EXTERIOR ELEV. MIR.

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OUTDOOR EDUCATION PAVILION

Project Address:
44 PECK RD.
BETHANY, CT 06524

Architect's Job No. 2132

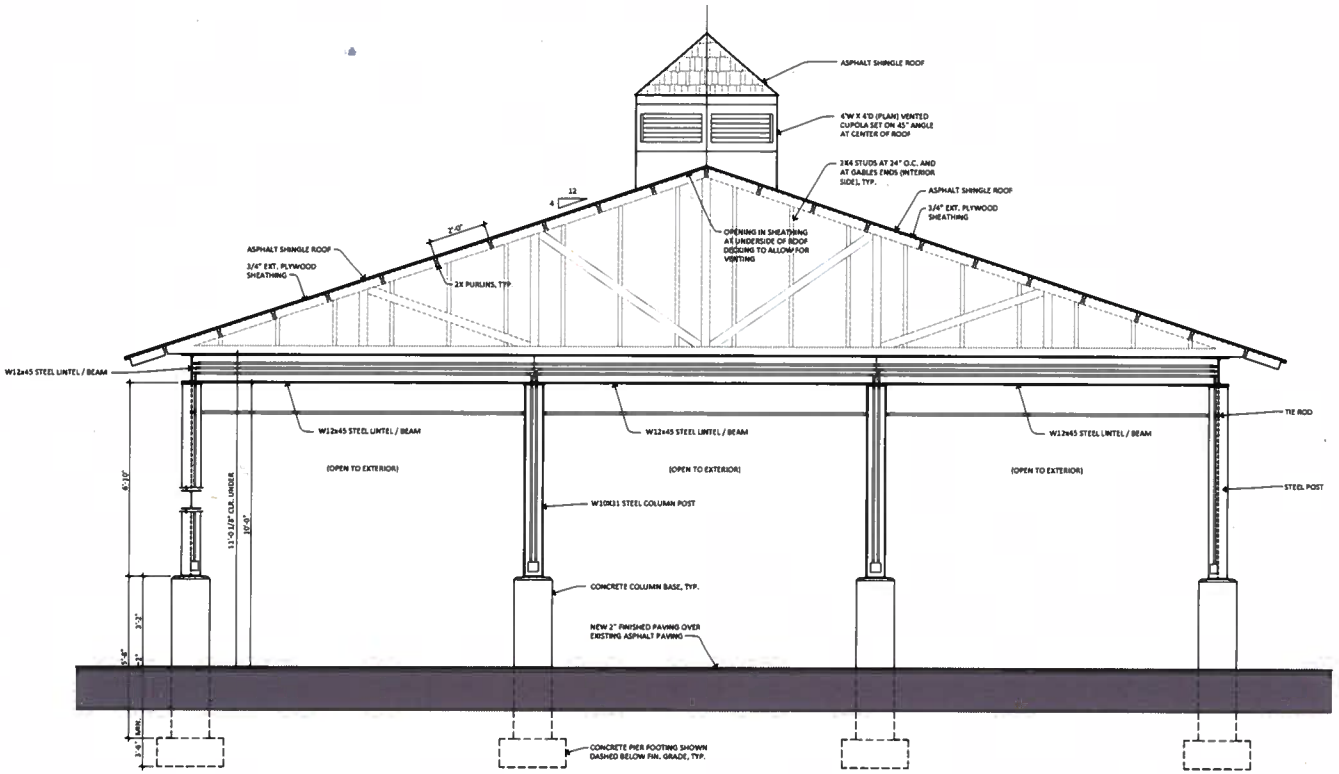
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3RD FLOOR PLAN

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Date:
JULY 28, 2021

Sheet No.
A-2

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Project Name:

BSC

OUTDOOR EDUCATION PAVILION

Project Address:

44 PECK RD.
BETHANY, CT 06524

Architect's Job No. 2122

Sheet Name:

DETAILS

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AS NOTED

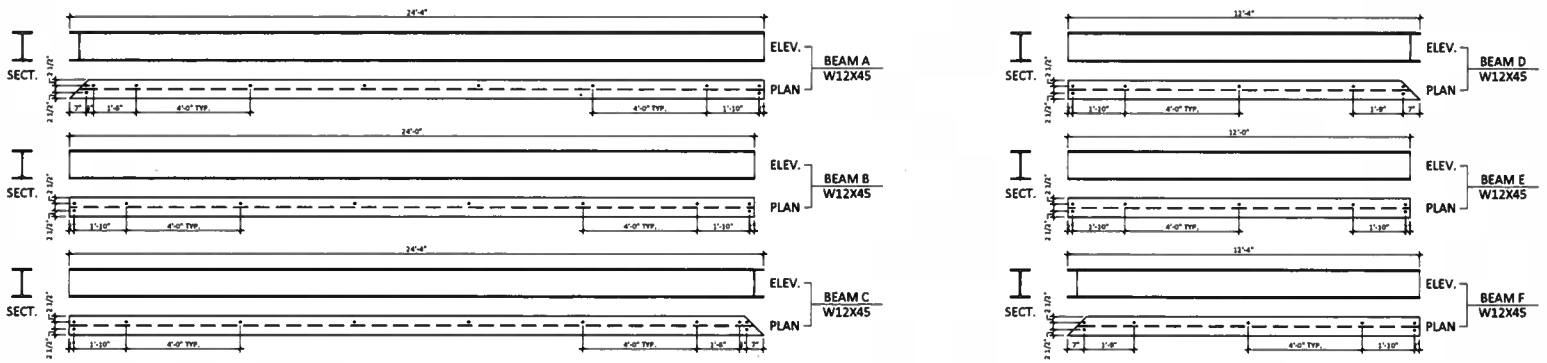
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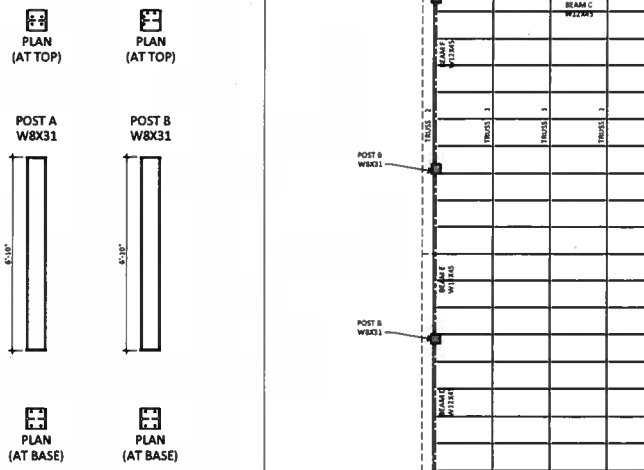
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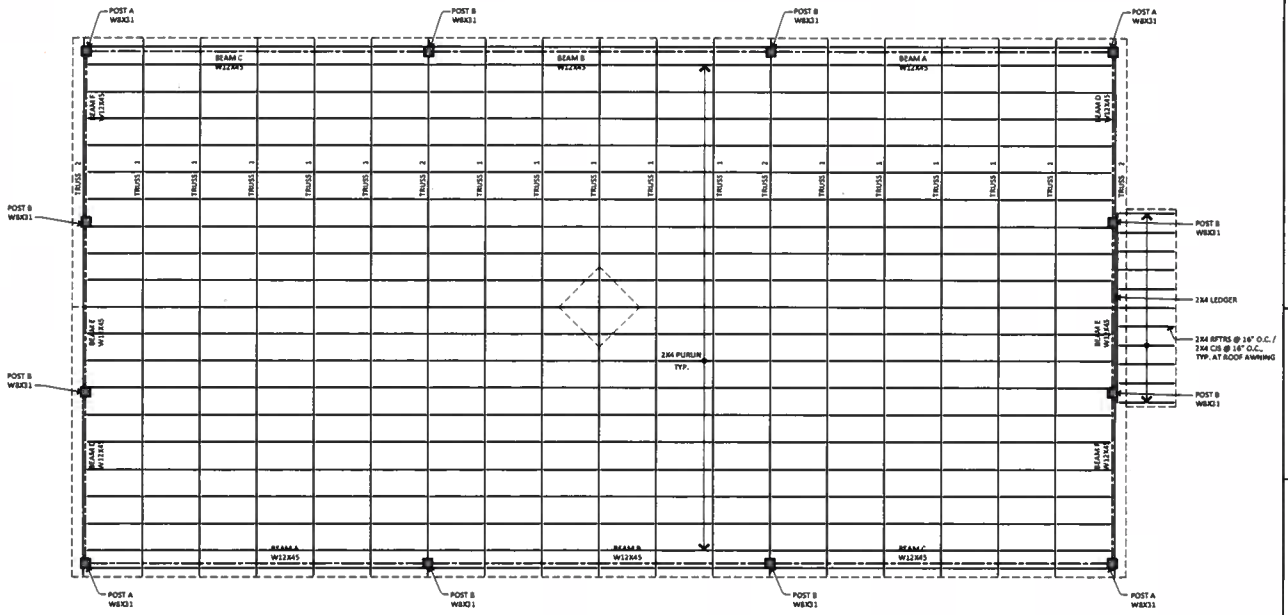
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2 / S-1 **BEAM SCHEDULE**
SCALE: 1/2" = 1'-0"



2 / S-1 **POST SCHEDULE**
SCALE: 1/2" = 1'-0"



1 / S-1 **STRUCTURAL FRAMING PLAN**
SCALE: 1/4" = 1'-0"

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Issues

Project Name
BSC
OUTDOOR EDUCATION PAVILION

Project Address
44 PECK RD.
BETHANY, CT 06524
Architect's Job No. 2122

Sheet Name
STRUCTURAL
FRAMING PLAN

Scale
1/4" = 1'-0"

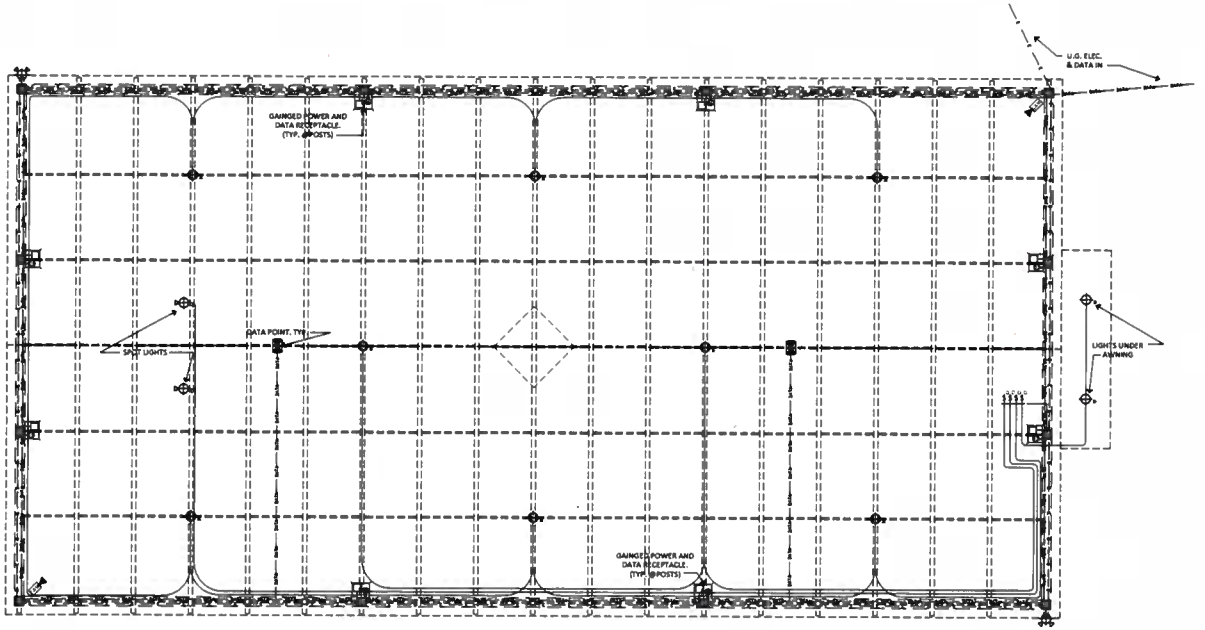
Date
4/18/2022

Sheet No.
S-1

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ELECTRICAL AND RCP SYMBOLS & LEGEND

	SWITCH (SINGLE)
	DUPLEX OUTLET
	SURFACE MOUNTED FIXTURE
WIRING (GENERALLY INDICATED)	ETHERNET / DATA OUTLET
	EXTERIOR WALL MOUNTED FLOOD LIGHT FIXTURE



E-1 **PAVILION ELECTRICAL PLAN**
SCALE: 1/4" = 1'-0"

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Issues:

Project Name:
BSC
OUTDOOR EDUCATION PAVILION

Project Address:
44 PECK RD.
BETHANY, CT 06524
Architect's Job No. 2122

Sheet Name:
PAVILION
ELECTRICAL PLAN

Scale:
1/4" = 1'-0"

Date:
4/18/2022

Sheet No.
E-1

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BETHANY COMMUNITY SCHOOL OUTDOOR EDUCATION PAVILION PROJECT BID #2022-BCS2

EXHIBIT B – FORM OF CONTRACT

(Following)

CONSTRUCTION CONTRACT

OWNER:	BETHANY BOARD OF EDUCATION ("Owner") 40 Peck Road Bethany, CT 06524
OWNER'S REPRESENTATIVE:	Colleen M. Murray Superintendent of Schools (203) 393-1170 cmurray@bethany-ed.org
ARCHITECT:	Rob White Architect, LLC, Limited Liability Company (203) 848-7189 Office Address: 441 Oxford Road, Suite 3A Oxford, CT 06478 Business Legal Address: 579 Bethmour Road Bethany, CT 06524
CONTRACTOR:	_____ (the "Contractor")
CONTRACTOR'S REPRESENTATIVE:	Name: _____ Title: _____ Telephone Number: _____ Email:

PROJECT: **BCS Outdoor Education Pavilion** (the "Project")

LOCATION: **Bethany Community School, 44 Peck Road, Bethany, CT** (the "Property")

DRAFT

I. The Project and the Work

The project shall consist of an outdoor education pavilion (the "Project") located on the Property.

The term "Work" means the construction and services required by, reasonably inferable from and as necessary to produce the results intended by the Contract Documents, 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. Drawings and Specifications: Identified on Exhibit A hereto.

B. Modifications: Written orders for changes in the Work or modifications to this Contract issued after the execution of this Contract ("Modifications").

C. Insurance Requirements: Set forth on Exhibit B hereto.

The terms and conditions of the Contract Documents shall include all of the terms and conditions agreed to by the Contractor and the Owner regarding the construction of the Project on the Property. The terms of this Contract shall prevail over any conflicting provision in the other Contract Documents. If the Contractor discovers any inconsistency within or between parts of the Contract Documents, the Contractor shall give notice to the Owner of such inconsistency and shall, unless otherwise ordered in writing by the Owner, 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 agrees to construct the Project in accordance with the Contract Documents and all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities having jurisdiction and shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner 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 the Contractor's Standard of Care in performing all aspects of the Work.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or any Responsible Party (as hereafter defined).

IV. Background Checks

Contractor shall comply with all applicable laws including, without limitation, Connecticut General Statutes § 10-222c, as applicable. The scope of the Work does not, and will not under any circumstances, require any contact with students. The Contractor, subcontractors of all tiers, suppliers, and their respective employees, agents, and representatives are hereby prohibited from making any verbal, physical, telephonic or electronic contact or other contact of any kind with any student or any other minor person on school property including, without limitation, the Project site, whether inside or outside of any school facility. The Contractor shall immediately remove any individual performing Work on the Project from school property and from the Project if it becomes known to the Contractor that such person may be a danger to the health or safety of the school community or its students, or at the request of the Owner, in its sole discretion. The Contractor shall include, and shall require its subcontractors to include, this Section IV in all subcontracts for the Project.

V. Contract Time

A. Commencement Date [Select One]:

- ☐ The Work shall commence within _____ days after the execution of this Contract.
- ☑ The Work shall commence on June 20, 2022.
- ☐ The Work shall commence upon the date set forth in a notice to proceed issued by the Owner.

B. Substantial Completion of the Work: **Substantial Completion** shall be deemed achieved upon: (i) the Owner's determination that the Work is complete in accordance with the Contract Documents (with the exception of minor Punchlist Items (as defined in the Article XVI) completion/correction of which can be accomplished within thirty (30) days) such that the Owner can take occupancy and use the Project premises for its intended purpose, and (ii) the Owner's receipt of a final and unconditional Certificate of Occupancy from the governmental authorities having jurisdiction over the Project that the Work has been completed in accordance with all applicable legal requirements. For the purposes of this Contract, the term "day" shall mean and refer to calendar day.

The Contractor shall achieve Substantial Completion of the Work in accordance with the Contract Documents and the schedule submitted by the Contractor and approved by the Owner (such approved schedule as it may be amended in accordance with this Contract, the "Schedule") no later than the contract time reflected below (the "Contract Time") [Select One]:

☐ _____ days after the commencement of the Work.

☑ No later than August 19, 2022.

C. Final Completion: The Contractor shall achieve final completion of the Work no later than thirty (30) days after the delivery of the Punchlist as described and defined in Article XVI.

D. Excusable Delay: If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work by the Owner not 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 for an extension of the Contract Time shall be made within 15 days after the Contractor first recognizes the condition giving rise to the claim.

E. 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 Owner 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 Owner 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 Owner as against Contractor in the event of delayed completion and without the Owner 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 Owner for payment of liquidated damages in the amount of Three Hundred Dollars ($300.00) 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 Owner without limiting Owner's right to terminate this Agreement as provided elsewhere herein.

VI. Contract Sum

The Owner 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 _____ Dollars ($_____), subject to additions and deductions as provided in the Contract.

VII. Unit Prices

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

Item _____ Unit _____ Price Per Unit _____

Item _____ Unit _____ Price Per Unit _____

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

VIII. Payments and Applications for Payment

A. Applications for Payment, Progress Payments and Certificates for Payment

The Contractor shall prepare and submit to the Architect a monthly application for payment, at a minimum, in the form approved by the Architect ("**Application for Payment**") reflecting the percentage of completion of the Work and, if a schedule of values was required by the Architect, consistent with the schedule of values approved by the Architect. Each Application for Payment shall be submitted along with all required Supporting Documents (as described in Section VIII.C.).

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

The Owner will make payment to the Contractor of the Approved Amount within Fifteen (15) business days after Owner's receipt of the subject Application for Payment and all required Supporting Documents.

The Contractor shall pay each subcontractor, no later than seven (7) days after receipt of payment from the Owner, 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%).

B. Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum (including retainage), shall be made by the Owner to the Contractor when (i) the Architect 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 XVII of this Contract, and to satisfy other requirements, if any, which extend beyond final payment; and (ii) all equipment manuals and warranties applicable to the Work have been delivered to the Owner. The foregoing agreement by the Architect that final completion of the Work has been achieved shall not constitute acceptance by the Owner of any part of the Work that does not comply with the Contract Documents.

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At the Architect's request, the Contractor shall also furnish to the Architect prior to final payment such additional information as required by the Architect to substantiate Contractor's entitlement to payment.

The Owner will make final payment under this Contract, including unpaid retainage, within fifteen (15) days after the Architect's receipt of the final Application for Payment and all required Supporting Documents for the Project.

C. Supporting Documents

The Supporting Documents shall include, without limitation, 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 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 Owner was made to the Contractor. The Contractor expressly undertakes to indemnify, hold harmless and defend the Owner, at the Contractor's sole cost and expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the Project site and any improvements thereon (referred to collectively as "**Liens**"), by the Contractor, any Responsible Party or anyone claiming by, through or under any of them. The Contractor's obligations under this paragraph are conditioned upon Owner 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.

IX. Retainage

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

X. Late Payments/Interest

Payments not made by Owner 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. The Contractor's claim for nonpayment shall be in writing and delivered to the Owner by certified or registered mail.

XI. Permits and Surveys

The Owner 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 to allow the Contractor to perform its obligations under the Contract Documents. If additional easements are necessary to complete the construction of the Project, the Owner shall promptly obtain those easements.

The Contractor shall be responsible for obtaining all building permits, licenses, building inspections and approvals required by law.

XII. Change Orders

The Contractor shall not make any changes in the Work required under this Contract except as ordered by the Owner in writing (a "Construction Change Directive") or pursuant to a written agreement signed by both the Contractor and the Owner 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 Owner 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 Owner and shall have the right to submit a claim pursuant to Article XIX of this Contract.

XIII. 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 Owner. Each subcontract agreement shall preserve and protect the rights of the Owner 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 Owner. 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.

XIV. Insurance and Indemnity

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

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, the Town of Bethany, and their respective agents, officials, board members, representatives and employees 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 Responsible Party; provided however that such 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, or such indemnitee's agents or employees. The foregoing indemnity shall include, without limitation, claims, damages, losses and expenses associated with the failure of the Contractor or any Responsible Party to properly handle, remove or dispose of toxic materials, chemicals, hazardous materials or hazardous substances.

XV. Access to the Property Site

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

XVI. Inspection, Acceptance, Final Payment and Possession

The Owner or its consultant will inspect the Work and determine the times of Substantial Completion and Final Completion as appropriate. At the inspection for the purposes of determining substantial completion, the Owner and the Contractor will prepare, date and sign a list (the "Punchlist") that identifies any incomplete Work or deficiencies in the quality of the Work or materials (the "Punchlist Items"). Unless the Owner and the Contractor agree to a shorter time frame, the Contractor shall, within thirty (30) days thereafter, complete and correct all Punchlist Items.

XVII. Warranties

The Contractor warrants to the Owner 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 Contact 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. The warranties under this Article XVII shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.

XVIII. Correction of Work

In addition, all other obligations of the Contractor under the Contract Documents, the Contractor shall, upon request of the Owner, prior to Substantial Completion and for a period of 1 year after Substantial Completion of the Project is achieved, correct Work not conforming to the requirements of the Contract Documents.

XIX. Owner's Right to Stop the Work, Carry Out the Work and Termination

A. Owner'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 Owner may direct the Contractor in writing to stop the Work until the correction is made. This right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner 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 seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect and deficiencies in the Work arising therefrom with diligence and promptness, the Owner 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 Owner from payments due the Contractor. Any dispute regarding defective work shall be resolved as provided in Article XX of this Contract.

B. Termination by the Owner

The Owner may terminate this Contract if the Contractor:

1. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the subcontractor;
3. persistently disregards laws, ordinances or rules regulation or orders of a public authority having jurisdiction; or
4. otherwise substantially breaches the terms of this Contract.

If one of the above reasons for termination exists, the Owner 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 Owner deems expedient. If the cost to the Owner of completing the Work of the Contractor exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. If the unpaid balance of the Contract Sum exceeds the cost to the Owner of completing such Work, the excess shall be retained by the Owner. This obligation for payment shall survive termination of the Contract.

The Owner may also, at any time, 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 along with Contractor's direct costs incurred by reason of the termination.

C. By the Contractor

If the Owner repeatedly fails to make payment of approved amounts as provided in Article VII for a period of 30 days beyond the due date for such payment, or if the Work is stopped by public authority for 60 consecutive days or by deliberate act of the Owner not due to the fault of the Contractor or any Responsible Party for 60 consecutive days, the Contractor may, upon 7 additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed in accordance with the Contract

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Documents and direct costs incurred by reason of such termination. This obligation for payment shall survive termination of the Contract. The notice of termination must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate this Agreement if, within the applicable seven (7) day period, the Owner substantially takes such curative measures.

XX. 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 if 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 Owner 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:

- ❑ **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.

XXI. 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.

XXII. Amendment and Modifications

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

XXIII. 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 Owner 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.

XXIV. 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:

BETHANY BOARD OF EDUCATION

DRAFT

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

CONTRACTOR

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

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Exhibit A - Contract Documents
Exhibit B - Insurance Requirements

BETHANY BOARD OF EDUCATION
REQUEST FOR PROPOSAL
GENERAL CONDITIONS & BID SPECIFICATIONS
INSTRUCTIONS TO BIDDERS

BETHANY COMMUNITY SCHOOL OUTDOOR EDUCATION PAVILION PROJECT BID #2022-BCS2

ATTACHMENT A - NON-COLLUSION AFFIDAVIT

This Affidavit must be completed, notarized, and submitted as part of the bid submission. Any bid submitted without this completed and notarized Affidavit will be rejected. A separate Affidavit must be submitted by each principal of a Joint Venture.

Organization: **Bethany Board of Education**

Project Description: **BCS OUTDOOR EDUCATION PAVILION PROJECT**

I, _____, acting on behalf of _____
(Name of Party signing affidavit) (person, firm, organization)

of which I am _____, submitting a bid proposal for the above project,
(Title of person)

certify and affirm that the _____
(person, firm, organization)

has neither directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid. False Statements made herein may be the subject of criminal prosecution.

_____ _____
Name of Corporation or Firm Signature of Official

Subscribed and sworn to me before, this _____day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires _____ (SEAL)

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing Affidavit, that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation was then _____ of said Corporation; that said Affidavit was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) _____
Signature of Person Certifying

BETHANY COMMUNITY SCHOOL OUTDOOR EDUCATION PAVILION PROJECT BID #2022-BCS2

ATTACHMENT B – BID FORM

PROJECT TITLE AND ADDRESS: BETHANY COMMUNITY SCHOOL OUTDOOR EDUCATION PAVILION PROJECT, 44 PECK ROAD, BETHANY, CT 06524

BID DUE DATE: Monday, May 16, 2022

NAME AND ADDRESS, TELEPHONE, FAX, AND EMAIL OF BIDDER:

_____

_____

_____

In compliance with the Bid Documents as defined in the Request for Proposals dated Monday, April 25, 2022, the undersigned Contractor (the "Bidder") hereby proposes and agrees to fully perform the work described in and reasonably inferable from the Bid Documents within the time stated and in strict accordance with the Bid Documents for the above referenced Project, for the following sum of money:

Base Lump Sum Bid in the amount of _____ Dollars ($_____).

Base Bid Items: All labor, materials, services, and equipment, necessary for completion of the Project as described in the Bid Documents including without limitation, (i) all overtime, nights, holidays, and weekends as required to meet the completion requirements; (ii) the fees/cost of obtaining all necessary government permits and approvals for the Project; and (iii) a full-time, properly qualified on-site supervisor for the duration of the Project at all times when Work is being performed.

Names of Subcontractors to be utilized on the Project: _____

_____

The Bidder agrees and warrants that (1) if selected as the contractor for the Project, Bidder shall, within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Bethany Board of Education, execute a contract in accordance with the Bid Documents and the terms of this Bid Form.

Receipt of Addenda Acknowledged:
Addendum No. 1 dated _____, 2022, Signature _____
Addendum No. 2 dated _____, 2022, Signature _____
Addendum No. 3 dated _____, 2022, Signature _____

Please indicate if a prompt payment discount is offered: ❑ Yes ❑ No
Exhibit If yes, please indicate amount of discount in number of days _____.

Any exceptions to this bid proposal must be set forth on a separate sheet attached to this Bid Form and identified as "Bid Form Attachment 1" and stating thereon the Project Title and the name of the Bidder.

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____