

**Sherman Board of Education
Sherman, Connecticut**

REQUEST FOR PROPOSALS

TO REPAIR

**THE EXTERIOR INSULATION FINISHING SYSTEM
FOR THE SHERMAN SCHOOL**

November 19, 2021

1. INTRODUCTION

The Sherman Board of Education (the “**BOE**”) is inviting qualified contractors to submit proposals for repair work to be performed on the exterior insulation finishing system (EIFS) at the Sherman School located at 2 RT. 37 East, Sherman, Connecticut (the “Project”). The Sherman BOE is asking for the most cost effective way to repair the damaged areas. The Project is described in more detail in Section 4 of this Request for Proposals (the “RFP”). This RFP together with all of the Schedules hereto, constitute the Bid Documents.

This opportunity has been publicly advertised through the Invitation to Propose attached as Schedule E. The Project will be awarded to the Proposer, determined and selected by the BOE in the manner described in Section 7 of this RFP.

The BOE reserves the right to amend or withdraw this Request for Proposals for any reason, to accept or reject any or all proposals, to waive any informalities or non-material deficiencies in any proposal, to award a contract for some or all of the work for the Project or not award any contract in connection with the Project, and to negotiate with the qualified proposer submitting the lowest responsible acceptable proposal, all as determined by the BOE to be in the BOE’s best interest.

2. SCHEDULE

- 2.01 Mandatory Pre-Bid Meeting: There will be a mandatory pre-bid meeting at The Sherman School at **10:00 A.M. on November 30, 2021**.
- 2.02 Requests for Information: All Requests for Information must be received by the BOE no later than **4:00 P.M. on December 7, 2021**.
- 2.03 Addenda: Addenda will be published on the School Website no later than **4:00 P.M. on December 14, 2021**.
- 2.04 Submission Deadline: The BOE will accept proposals until **4:00 P.M. on December 21, 2021** (the “Submission Deadline”) at which time the BOE will open the bids publicly.
- 2.05 Interviews and Presentations: Interviews and presentations will be scheduled by the BOE with some or all of the qualified proposers during the period of January 4, 2022 through January 7, 2022.
- 2.06 Contract Award: The BOE intends to select a recommended bidder on or around, 2022 and to issue a notice to proceed shortly thereafter.
- 2.07 Project Completion: A timeline will be established with the successful bidder within one week of award. The project will be completed prior to August 15, 2022.

3. CONTENTS OF PROPOSALS

3.01 Proposals must include the following:

- Proposers should submit five (5) hard copies of their proposal including, without limitation, five original fully executed versions of the Proposal Form attached hereto as Schedule A (including Schedules A-1 and A-2 attached to the Proposal Form).
- Each of the items listed on Schedule B.
- Schedule of Values allocating the proposed total lump sum base bid price to all individual line items for components of the Work for the Project.

3.02 Please note the Selection Process described in Section 7 of this RFP.

3.03 The BOE 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 proposed total lump sum base bid price.

4. SCOPE OF THE WORK

4.01 The Scope of the Work for the Project is described on Schedule C.

5. ADDENDA/REQUESTS FOR INFORMATION/SUBSTITUTIONS

5.01 Requests for Information

- Proposers requiring information, clarification or interpretation of the Bid Documents shall make a written request to the BOE by email to Joe Lombardozi, Facility Supervisor/Technician at lombardozzij@shermanschool.com.

5.02 Substitutions

- The materials, products and equipment described in the Bid 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 Joe Lombardozi, Facility Supervisor/Technician at lombardozzij@shermanschool.com 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, 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 Proposer.

5.03 Addenda

- Responses to requests for information, interpretations, corrections, and changes to the Bid Documents, and responses to requests for substitutions shall be provided by Addenda. Any of the foregoing communicated in any manner other than an Addendum will not be binding on the BOE, and Proposers shall not rely upon them. Any alleged oral agreement made by a Proposer with any agency or employee of the BOE will be of no force and effect and shall be disregarded.
- Addenda will be posted on the Sherman School website at www.shermanschool.com (the "School Website") under "Board of Education", "Request for Proposals/Bids". It is the sole responsibility of each Proposer to check the School Website for Addenda prior to submission of their Proposal. Failure of a Proposer to acknowledge receipt of all Addenda in the Proposal shall be considered unresponsive and may be rejected by the BOE.

6. DELIVERY OF PROPOSALS

6.01 Proposals must be delivered in sealed envelopes clearly marked with the **name and address of the Proposer, the Submission Deadline** and the words "**Response to RFP for EIFS Project**", to the Office of the Superintendent, The Sherman School, 2 RT. 37 East, Sherman, CT 06784 by the Submission Deadline.

6.02 Proposals must contain the items described in Section 3 of this RFP. All proposals shall be complete, contain the information and documentation requested (including, without limitation, properly executed proposal forms), and be submitted in the form and manner as indicated by the Bid Documents. Any proposal which is incomplete, is not submitted in the form and manner indicated by the Bid Documents, contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal, or which alters any proposal terms, conditions, specifications, or forms (unless previously approved by written Addendum as provided in Section 5.04), or which does not meet legal requirements, shall be declared as a qualified, conditional, and/or non-responsive proposal and shall be rejected without further consideration. The Sherman BOE shall not be responsible for any errors or omissions by the bidder. Notwithstanding the foregoing, the BOE reserves the right to waive any informalities or non-material deficiencies in any proposal as determined by the BOE to be in the best interests of the BOE.

7. SELECTION PROCESS

7.01 Proposals will be opened publicly on December 21, 2021 at 4 PM. No Proposer may withdraw a Proposal within **90 days** after the actual date that the proposals are opened.

7.02 The Contract will be awarded to the qualified proposer submitting the lowest acceptable proposal. The BOE will be responsible for evaluating the bids and for the selection of the Contract awardee. The BOE will consider the following criteria in their determination of the lowest acceptable proposal:

- The lowest proposal which is directly responsive to the RFP;

- The quality of the goods or services to be supplied;
 - The conformity of the submission to the specifications;
 - The suitability of the goods or services to the requirements of the BOE;
 - The financial resources, insurance coverage and character and ability of the person or firm proposing;
 - The ability of the proposer to perform promptly;
 - The prior and current compliance of the proposer with all laws relating to the contract or service;
 - The proposer's ability to provide future maintenance and warranty service, if applicable;
 - The proposer's ability to post a performance bond in that the BOE, in its discretion, may require the successful Proposer to post a performance bond in the amount of 100% of the total lump sum price under the Contract will be in excess of \$30,000.00; and
 - Such other relevant factors which the BOE may consider.
- 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 Proposers as to any features of their Proposals and to accept modifications and clarifications of the Proposals when such action will be in the best interests of the BOE.
- 7.05 It is the intent of the BOE to award the Contract to one Proposer for the entirety of the Work. Proposals shall include the entirety of the Work for the Project.
- 7.05 Proposers whose Proposals are deemed unacceptable will be notified promptly.

8. THE CONTRACT

8.01 The BOE plans to use a contract substantially similar to the contract attached as Schedule D (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 Proposer has objections to any of the terms and conditions of the Contract, such objections should be specifically identified and included in the Proposal.

8.02 Please refer to the Contract for markup limitations for changes in the scope of the work under the Contract.

8.03 Please refer to the Contract for hold harmless and indemnification obligations of the successful proposer.

9. INSURANCE AND BONDING REQUIREMENTS

9.01 The successful proposer will be required to comply with the insurance and bonding requirements set forth on Schedule F.

10. FURTHER INFORMATION

10.01 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.

10.02 **The BOE is An Affirmative Action/Equal Opportunity Employer. Minority/Women’s Business Enterprises are encouraged to bid.**

10.03 The successful Proposer shall comply with all BOE and Town of Sherman policies and federal and state laws, rules and regulations (including, without limitation, all State Labor Standards) concerning nondiscrimination in employment. The successful Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran except as permitted by law in the case of a bona fide occupational qualification or need. The successful Proposer shall provide the Connecticut Human Rights and Opportunities Commission with such information requested by the Commission concerning the employment practices and procedures of the successful Proposer. Each Proposer confirms and represents by its submission of a proposal in response to this RFP that it is an Affirmative Action/Equal Opportunity Employer.

10.04 Freedom of Information Requirements

Each Proposer acknowledges that the BOE is a “public agency” for the purposes of the Connecticut Freedom of Information Act (the “FOIA”) and that information relating to the Proposer and its affairs received or maintained by the BOE shall constitute “public records or files” for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by the BOE.

SCHEDULES TO THESE INSTRUCTIONS:

Schedule A: Proposal Form

Schedule A-1 - Detailed Summary of Proposed Services/Work

Schedule A-2 - Non-Collusion Affidavit

Schedule A-3 - Names and Addresses of Subcontractors

Schedule B: Submission Requirements

Schedule C: Scope of the Work

Schedule D: Contract

Schedule E: Invitation to Propose

Schedule F: Insurance and Bonding Requirement

Schedule A

Proposal Form

Sherman Board of Education

Sherman, Connecticut

Project: Repair of exterior insulation finishing system (EIFS)

The undersigned hereby proposes and agrees to fully perform the work for the Project within the time stated in the Request for Proposals and in accordance with the Bid Documents, for the following sums of money:

Base Bid Items: All labor, materials, services, and equipment necessary for completion of the work for the Project as described in Bid Documents which shall include, without limitation, the work described on **Schedule A-1** hereto and all other components of the work described in the Bid Documents.

Lump Sum Base Bid Price in the amount of

_____ Dollars (\$_____)

The undersigned 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 the general bid.

Attached hereto is **Schedule A-1**, **Schedule A-2** and **Schedule A-3** which must be completed and submitted as part of this Proposal Form.

Receipt of Addenda Acknowledged:

Signature
Addendum No. 1 dated _____, 2021 _____
Addendum No. 2 dated _____, 2021 _____
Addendum No. 3 dated _____, 2021 _____

If PROPOSER is:

An Individual

By _____
(Individual's Name)

doing business as _____
Business address: _____

Phone No.: _____
Email Address: _____

A Partnership

(Firm Name)

By _____
(general partner)
Business address: _____

Phone No.: _____
Email Address: _____

A Corporation or Limited Liability Company

(Corporation or Company Name) (SEAL)

By _____ (SEAL)
(name of person authorized to sign)

(Signer's Title)

Business address: _____

Phone No.: _____
Email Address: _____

Schedule A-1
Detailed Summary of Proposed Services/Work

Schedule A-2

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that;

1. I am _____ of _____, the Proposer that has submitted the attached Proposal in connection with the Sherman Board of Education's Request for Proposals for the bid for the Repair of the exterior insulation finishing system (EIFS) at the Sherman School.

2. I am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the total lump sum base bid price or the price of any Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Sherman Board of Education or any person interested in the Proposal;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before this

_____ day of _____, 2021

My commission expires _____

Schedule A-3

Names and Addresses of Subcontractors

A list of the names and addresses of proposed subcontractors that will perform any part of the Work for the Project on behalf of the Proposer. 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 Proposer, such Bidder may, notwithstanding anything to the contrary in this RFP, withdraw its Proposal without penalty. The BOE hereby reserves the right to allow a Proposer whose subcontractor or subcontractors are rejected hereunder, to re-submit a Proposal with subcontractors acceptable to the BOE.

1. Name: _____
Address: _____
Scope of Work: _____

2. Name: _____
Address: _____
Scope of Work: _____

3. Name: _____
Address: _____
Scope of Work: _____

4. Name: _____
Address: _____
Scope of Work: _____

5. Name: _____
Address: _____
Scope of Work: _____

6. Name: _____
Address: _____
Scope of Work: _____

Schedule B

Submission Requirements

1. Bid Security:

If the lump sum base bid price proposed by a Proposer exceeds \$30,000, such Proposer's proposal shall include a Bid Bond in the amount of 5% of such lump sum base bid price made out in favor of the BOE and issued by a properly licensed Surety company authorized to issue bonds in the State of Connecticut and acceptable to the BOE. Alternatively, the Proposer may submit a certified check in the same amount in lieu of the Bid Bond. Proposals for which bid security above is required that are submitted without a Certified Check or Bid Bond will not be accepted. The BOE will not be held liable for the accrual of interest on any check held by the BOE in conjunction with this RFP. All Certified Checks and Bid Bonds will be returned to the unsuccessful Proposers after execution of a Contract by the successful Proposer in connection with this RFP. If the successful Proposer fails or refuses to execute the Contract within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the BOE, the bid security provided by the successful Proposer will be forfeited.

2. Letter from Surety:

If the lump sum base bid price proposed by a Proposer exceeds \$30,000, such Proposer shall provide a letter from Proposer's bonding company stating that the Proposer, if awarded the Contract, can obtain the required Performance Bond in the full amount of the total lump sum base bid price.

3. Statement of Qualifications:

Each Proposer is required to submit a qualifying statement consisting of their financial resources, experience, organizational structure, and capacity and availability to perform the work described in this RFP. The BOE shall have the right to take such steps as deemed necessary to determine the ability of the Proposer to timely perform the work (but shall have no obligation to obtain or consider information other than that submitted by the Proposer). The Proposer shall furnish all information and data for this purpose as requested by the BOE. The BOE reserves the right to reject any Proposal where the available information does not satisfy the BOE that the Proposer is qualified to carry out properly the terms of the specifications for the work.

4. References (Schedule B-1)

Each Proposer must provide and submit no less than four (4) references utilizing the form attached hereto as Schedule B-1.

5. Proposal Form (Schedules A, A-1, A-2 and A-3)

Completed and properly executed Proposal Form included in the RFP as **Schedule A**. The Proposer shall provide a detailed summary of all equipment, materials, licensing fees and services to be provided for the successful installation and operation of the Project on **Schedule A-1** to the Proposal Form.

Schedule B-1

References

List below at least four (4) references for projects similar in character and scope as the Project, including all information requested. **THIS PAGE MUST BE COMPLETED.** If Proposers wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked. "REFERENCES - CONFIDENTIAL". The Town of Sherman and the Sherman BOE are not responsible for maintaining the confidentiality of the references unless this procedure is followed. The Proposer acknowledges that the BOE may contact some or all of the references set forth below.

1) Client _____

Project Address _____

Approximate \$ Value _____ Date Started: _____ Completed: _____

Contact Name: _____ Telephone: _____

2) Client _____

Project Address _____

Approximate \$ Value _____ Date Started: _____ Completed: _____

Contact Name: _____ Telephone: _____

3) Client _____

Project Address _____

Approximate \$ Value _____ Date Started: _____ Completed: _____

Contact Name: _____ Telephone: _____

4) Client _____

Project Address _____

Approximate \$ Value _____ Date Started: _____ Completed: _____

Contact Name: _____ Telephone: _____

Schedule C

Scope of the Work

- A. The scope of the work for the Project includes repair work to be performed on the exterior insulation finishing system (EIFS) on several areas of the building. The Sherman BOE is asking for the most cost effective way to repair the damaged areas.
- B. Proposers are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of the Sherman School buildings. Before proceeding with any work within such buildings, it will be mandatory that the successful Proposer familiarize himself with the asbestos containing material, that said material be considered as a health hazard and that all precautionary measures required by law, including without limitation, the Ahera Rules & Regulations be implemented. It will be the successful Proposer's responsibility to notify all employees and/or subcontractors of this notification.
- C. The work will be performed while the Sherman School is in operation. The successful Proposer will be required to perform the work Monday thru Friday 8:00 am to 4:30 pm and will schedule the work with the Sherman Schools Facility Supervisor, Joe Lombardozzi.
- D. Material Specifications: All materials and workmanship shall be in accordance with local and state and local laws, codes and regulations.
- E. The successful Proposer will be required to fully cooperate in the close out of the Project and provide any Project specific items, information and documentation that the BOE requires in order to close out the Project.

Schedule D

Form of Contract

Schedule E

Invitation to Propose

PUBLIC NOTICE
INVITATION TO PROPOSE
SHERMAN BOARD OF EDUCATION

The Sherman Board of Education (“BOE”) is issuing an Invitation to Propose to qualified contractors for the Repair on the exterior insulation finishing system for the Sherman School.

Bid Documents may be obtained commencing on November 19, 2021 from the Sherman School website at www.shermanschool.com under "Board of Education", "Request for Proposals/Bids". Proposers without internet access may obtain a copy of the Bid Documents by contacting the Facilities Supervisor at the location below:

Sherman Board of Education

The Sherman School
2 RT. 37 East
Sherman, CT 06784
Contact: Joe Lombardozzi
Email: Lombardozzi@shermanschool.com
Phone: 860-355-3793 X377

In the event of a conflict between the Bid Documents and this Invitation to Propose, the terms of the Bid Documents shall govern.

Addenda will be published on the following website: www.shermanschool.com.

Bid security as described in the Bid Documents in the amount of 5% of the total lump sum base bid price will be required for proposals that include a total lump sum base bid price that exceeds \$30,000. If bid security is required, the successful Proposer will also be required to provide a performance bond as provided in the Request for Proposals.

There will be a mandatory pre-bid meeting at 10:00 A.M. on November 30, 2021 at the Sherman School.

The Sherman Board of Education is An Affirmative Action/Equal Opportunity Employer. Minority/Women’s Business Enterprises are encouraged to bid.

The BOE reserves the right to waive errors in any bids, to reject any and/or all submissions, and withdraw this Invitation to Propose.

Proposals should be delivered in a sealed envelope clearly marked in the manner described in the Bid Documents. All proposals must be received by **4:00 P.M. on December 21, 2021** at the Superintendent’s office at the BOE’s address listed above. The Bid Documents contain a detailed scope of work and important deadlines and other proposal requirements.

Schedule F

Insurance and Bonding Requirements

Insurance Requirements:

The successful Proposer (referred to in this Schedule F as the "Contractor") shall purchase and maintain without interruption from the date of commencement of the work under the Contract until the date of final payment and for the additional periods specified herein, the following minimum insurance, and all insurance that may be required under any applicable laws, written by insurance companies with a rating of at least an "A- VIII" in the latest addition of A.M. Best. If Contractor fails to obtain and keep in force the insurance required hereunder, the BOE may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to the BOE on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Contract Documents shall be deemed to be a material breach of the Contract. Insurance requirements are independent of, and in addition to, Contractor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Contractor's liability under the Contract Documents to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby.

The insurance policies required hereunder to be maintained by the Contractor shall provide that the BOE will receive thirty (30) days' advance written notice of any cancellation, non-renewal or modification of any of the such insurance policies.

The insurance limits and coverages set forth in this Schedule F are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds (defined below) to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits.

A. Contractor's Insurance

1. **Commercial General Liability** insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Contractor's operations and completed operations under the Contract Documents, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include each of the following:

- (a) At a minimum, the following limits and coverages:
- \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$2,000,000 general aggregate
 - \$2,000,000 products-completed operations aggregate

- (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Contractor.
- (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the applicable statute of repose.
- (d) An endorsement stating that "limits apply per project."
- (e) Contractual liability coverage.
- (f) Contain a severability or separation of insureds clause.
- (g) An additional insured endorsement (on ISO form CG 20 10 or CG 20 26 and form CG 20 37, or equivalent acceptable to the BOE) naming the Additional Insureds (defined below) as additional insureds.
- (h) The insurance maintained by Contractor shall be primary with respect to the interest of the BOE, and any other insurance or self-insurance maintained by the BOE or the other Additional Insureds is in excess and shall not contribute to Contractor's insurance in all instances regardless of any like insurance that the BOE or the other Additional Insureds may have.
- (i) Waiver of Subrogation endorsement in favor of the BOE and the Town of Sherman.

2. **Commercial Automobile Liability** coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Contractor or its subcontractors, including each of the following:

- (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Subcontractors or others providing services to Contractor).
- (c) Waiver of Subrogation endorsement in favor of the BOE and the Town of Sherman.

3. **Contractor's Pollution Liability** coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate (with coverage for asbestos related claims) if the Work includes the removal, transportation and/or disposal of asbestos, PCB or other hazardous materials.

4. Follow-form **umbrella (excess) liability** insurance with a limit of \$1,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of Contractor under this Exhibit. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Work. Waiver of Subrogation endorsement in favor of the BOE and the Town of Sherman.

5. **Workers' Compensation insurance**, including employer's liability, for all persons whom Contractor employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most

current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:

(a) Coverage A (Workers' Compensation) - Statutory

(b) Coverage B (Employer's Liability)

At a minimum, the following limits and coverages:

- \$500,000 for each accident, for bodily injury by accident
- \$500,000 for each employee, for bodily injury by disease
- \$500,000 for each disease policy limit

(c) Waiver of Subrogation endorsement in favor of the BOE.

(d) Contain endorsements that provide: Voluntary Compensation

B. Subcontractor's Insurance

Unless otherwise agreed by the BOE in its discretion on a case by case basis, Contractor shall require that each subcontractor comply with the insurance requirements set forth in this Schedule F. Before permitting any of its subcontractors to perform any Work, Contractor shall obtain a certificate of insurance from each such subcontractor evidencing that such subcontractor has obtained the required minimum insurance and has the Additional Insureds as additional insureds with respect to the Commercial General Liability, Commercial Automobile Liability and Umbrella/Excess Liability insurance as required herein. All policies of subcontractors shall include a waiver of any right of subrogation of the insurers thereunder as against Contractor and, the BOE and the other Additional Insureds. Contractor shall be responsible for any subcontractor's failure to comply with the requirements of this Schedule F as they apply to such subcontractor.

C. Additional Insureds

To the fullest extent permitted by law, the Contractor shall cause the primary and excess or umbrella policies for Commercial General Liability, Automobile Liability and Contractor's Pollution Liability to include the **Sherman Board of Education, the Town of Sherman, and their respective directors, trustees, officials, officers, committee members, agents, employees, consultants and representatives (collectively, the "Additional Insureds")** as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Additional Insured's insurance policies and shall apply to both ongoing and completed operations. The Contractor shall provide the BOE with an additional insured endorsement evidencing the Contractor's compliance with its obligations to name additional insureds pursuant to this Section which endorsement shall be ISO Endorsement satisfactory to the BOE.

D. Surety Bonds

If the total lump sum price under the Contract exceeds \$30,000, the successful Contractor shall furnish to the BOE a bond covering the Contractor's faithful performance of all of its obligations under the Contract from a surety that is listed on the most current listing of approved sureties

published by the U.S. Department of Treasury (Department Circular 570) and which surety is properly licensed and registered in the State of Connecticut to issue the required bond. The “Sherman Board of Education” shall be shown as the obligee. The executed bond that meets the foregoing requirements shall be delivered to the BOE within three (3) days after the execution of the Contract.