

Bid Package
For
Town of Prospect Coachlight Circle Water Main Extension Phase I



Town of Prospect
Mayor's Office
Prospect Town Hall
36 Center St
Prospect, CT 06712

Sealed bids will be received until 12 p.m. on September 30, 2026, in the
Town Garage, 221 Chesire Road (Rte 68), Prospect, CT 06712

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ATTACHMENT – A

CHRO REQUIREMENTS

- a. The grantees and their contractors will need to comply with Sections 4a-60, 4-60a, 4a-60g, 46a-56, 46a-68b, 46a-68c, 46a-68d, 46a-68e and 46a-68f of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies. The above statutes and regulations require the grantee to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials” on projects. Consult your Project Manager for assistance.
- b. All bidders must complete, sign, and return the “CHRO Contract Compliance Regulations Notification form to the grantee at the time of bid opening. Bids not including this form should be considered incomplete and rejected. This form is attached, and can also be found at:
<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>
- c. For municipal public works contracts valued at over \$50,000, State law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five percent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE’s, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certifications (i.e.: DAS certified Minority (“MBE”), Women (“WBE”) and/or Disabled (“DisBE”) owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.
- d. For any municipal public works projects receiving between \$50,000 and \$500,000 in state funding, an Affirmative Action Plan or Set Aside plan must be filed with the Commission on Human Rights and Opportunities (CHRO) *within 30 days following the contract award notice* (Note: Please contact the Contract Compliance Unit at 860-541-4709 to determine which plan is required).
- e. For any municipal public works projects receiving over \$500,000 in state funding, regardless of the size of the contractor’s workforce, an Affirmative Action Plan or Set Aside plan must be filed *within 30 days following the intent to award notice and must be approved by the CHRO prior to the award of the construction contract*. The municipality will need to contact CHRO if the choose to award the construction contract without an approved plan in place. The grantee will then need to retain 2% per month of the total contract value until the contractor has submitted an approved affirmative action plan to

CHRO and CHRO has granted approval. (Note: Please contact the Contract Compliance Unit at 860-541-4709 to determine which plan is required).

- f. Federal Financing (EDA, UD, CDBG, etc.) carries its own Minority/Women's contracting requirements. The DECD grantee must comply. The granting sources will provide instructions.
- g. Please refer to pages 20-30 of this document which provide the grantee with the CHRO Contract Compliance Regulation Notification to Bidders Form, CHRO Bid Advertisement Language, Sample Municipal Checklist for CHRO Compliance, CHRO Notification of Contract Award, and Bidder Notification Letter Sample for Municipal Public Works Projects over \$500,000.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS: Bidder must sign the acknowledgement below and return a signed copy of this form to the awarding agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of this "Notification to Bidders" form.

signature
print name and title here

date

on behalf of:

print name of entity above line

COMPLIANCE WITH LAWS

The Bidder shall comply with all federal, state and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:

a. **Non-Discrimination and Affirmative Action**

The Contractor and Subcontractors shall not discriminate in employment practices and must comply with President's Executive Order No. 11246.

b. **Connecticut's Prevailing Wage Law Provision**

Federal Wage Rates, as required by the Davis-Bacon Act and Connecticut Wage Rates are attached to these specifications. The higher of the Federal or Connecticut Wage Rates for each job classification shall apply. All construction associated with this contract will be consistent with the federal wage rate decision included in this Bid Package.

c. **Occupational Safety and Health Administration Requirements**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PC-91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). The Contractor must have a competent person or persons, as required under Occupational Safety and Health Act, on the site to inspect the work and to supervise the conformance of the work with the regulations of the Act. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926. Contractors shall be familiar with the requirements of these regulations.

d. **Equal Employment Opportunity (EEO)**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as

amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

e. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

f. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

g. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. **Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization

for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ATTACHMENT "D"

NOTICE TO CONTRACTOR — COORDINATION WITH EXISTING UTILITY COMPANIES

Utility relocations by others, is required within the project limits. The Contractor shall schedule his operations in such a manner as to minimize interference with utility relocation/protection activities. There are utility relocations for both aerial and underground utilities planned for the project area. The proposed relocations are shown on the utility relocation plans for information purposes only and are subject to change to meet the facility owner's needs.

As required by State Law, the Contractor shall contact "Call Before You Dig". Telephone 1-800-922-4455 for the location of public utility underground facilities in accordance with Section 16-345 of the Regulations of the Department of Public Utility Control. The underground activities should be clearly delineated within the areas of proposed excavation prior to performing actual excavation. The notification to "Call Before You Dig" must be made at least 48 hours in advance.

Contractors are cautioned that it is their responsibility to verify location, conditions and filed dimensions of all existing features as actual conditions may differ from information shown on the plans or continued elsewhere in the specifications.

The Contractor shall place fill or excavate to within 1 foot of finished grade before poles/anchors are set. Additionally, the Contractor is required to mark out necessary road markings (edge of curb, sidewalk etc.) in field prior to pole/anchor placement.

The Contractor shall consider in his bid any inconvenience and work required to meet these conditions. The work to repair or replace any damage to utilities caused by the Contractor's operations will be solely at the Contractor's expense, in accordance with Form 818, Section 1.07.

The Contractor shall notify the Engineer prior to the start of his work and shall be responsible for all coordination. The Contractor shall allow the Engineer complete access to the work.

The Contractor is hereby notified that the utility work schedules will have to be accommodated prior to proceeding. The Contractor shall coordinate with the utility companies to accommodate his schedule with all utility company schedules. Any inconvenience or delay that may result from the utility company work shall be included in the contract bid for the work.

NOTICE TO CONTRACTOR — PERMITS

The Contractor is hereby notified of permits associated with the work. The Contractor is bound to any conditions listed as part of the permit application approvals.

The Contractor may be required to incorporate special protections to perform the work while minimizing impacts to the environmentally sensitive surroundings.

The Contractor is required to take out a Connecticut Department of Transportation Encroachment Permit for the project. This permit must be completed, submitted, and approved prior to the commencement of work.

NOTICE TO CONTRACTOR - CONTRACTOR TRAINING REQUIREMENT FOR 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

In accordance with Connecticut General Statute 31-53b and Public Act No. 08-83, the Contractor is required to furnish proof that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53, 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.

Proof of compliance with the provisions of the statute shall consist of a student course completion card issued by the federal Occupational Safety and Health Administration, or other such proof as deemed appropriate by the Commissioner of the Connecticut Department of Labor, dated no earlier than five years prior to the commencement of the project. Each employer shall affix a copy of the construction safety course completion card for each applicable employee to the first certified payroll submitted to the Department of Transportation on which the employee's name first appears.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

This section does not apply to employees of public service companies, as defined in section 16-1 of the 2008 supplement to the General Statutes, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

The internet website for the federal Occupational Safety and Health Training Institute is <http://www.osha.gov/fso/ote/training/edcenters>.

Additional information regarding this statute can be found at the Connecticut Department of Labor website, <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims.

NOTICE TO CONTRACTOR - VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery and/or dump trucks, or other equipment shall not be permitted during periods of non-active use, and it should be limited to three minutes in accordance with the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
- (iv) To bring the mobile source to the manufacturer's recommended operating temperature,
- (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),
- (vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or
- (vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed in close proximity (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed prior to the commencement of work.

NOTICE TO CONTRACTOR - PROTECTION OF EXISTING FACILITIES

The Contractor is hereby notified that caution should be taken during clearing and grubbing operations, earthwork and site construction, and grading near existing concrete walls, masonry walls, curbing, sidewalks, driveways, landscaping, signs, etc. that are adjacent to the project site.

Excavation and work of any type shall be accomplished in such a manner that will not disturb any existing facility.

It shall be the Contractor's sole responsibility for any damage incurred during construction. All costs related to the repair shall be borne by the Contractor at no additional cost to the Town.

The Contractor shall consider, in his bid, any inconvenience and work required to safeguard the existing facilities.

**NOTICE TO CONTRACTOR — SAFEGUARDING OF RESIDENCES AND
PEDESTRIANS**

The Contractor shall maintain and protect traffic operations at all driveways and provide adequate sightline. The Contractor shall not restrict sightline with construction equipment when not actively working.

The Contractor shall provide adequate protective fence between work area and pedestrian sidewalk activities as directed by the Engineer. Replacement of temporary fence due to damage by the Contractor's operation or rendered inoperative by any cause, will not be measured for payment.

The Contractor shall submit plans and procedures to the Engineer in accordance and conforming with typical details (attached) of the Manual on Uniform Traffic Control Devices (MUTCD) for maintaining existing pedestrian sidewalk access during construction to the greatest extent practical. All necessary pedestrian signage will be paid under Contract Item "Construction Signs."

NOTICE TO CONTRACTOR - PROJECT SIGN REQUIREMENT

This project requires that a sign be constructed and erected on the site of the project for its entire duration to alert the public of the project and advertise its funding sources. See below for a detailed description of the sign requirements.

Signage Required Term and Condition

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the [About the Office of Public Affairs webpage](#).

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.



2026 Water Main Administrative Contractor Package

The following document is designed to provide an overview of the WICA Water Main sourcing and payment processes for contractors new to CWC.

Standard Documents

- 2026 Water Main Specifications
- CWC Construction and Water Main Specifications
- CWC Field Note Requirements (job specific as needed)
- Supplier Diversity Statement
- Standard Details – SD-1 thru SD-25
- Chlorination Inlet Blow-Off Detail
- Service Abandonment (chlorine inlet) Detail
- AWWA Disinfection of Water Main Standard
- Dipra V-Bio Installation Standards
- Traffic Signing Patterns
- Job Site Safety Monitoring Form
- Liquid Disinfection Final
- 2025 Water Main Competent Person Form
- 2025 Water Main Installation Contract (Example Purposes Only)

In the event you are awarded a bid, these terms shall govern the course of the 2026 construction season. In the event you need additional copies, please contact Robert DePalermo (robert.depalamo@ctwater.com) or procurement@ctwater.com

Bidding

1. Bid documents will be comprised of
 - a. Project Drawings
 - b. Project Specific notes/Project Requirements Document (as necessary)
 - c. Attachment A Bid Sheet
 - d. 2026 Competent Person Form
 - e. Acknowledgement of Bid Receipt
2. Attachment A Bid Sheet:
 - This bid sheet is a reflection on what CWC feels is the appropriate task order of items to complete the job.
 - It will consist of job specific and non-specific items necessary for the completion of the project. Definition of each is provided below:

Specific: These items are determined based on the field conditions of the job, as is their pricing.

Non-Specific: These items are determined to be the same price, regardless of the field conditions of the project.

Pass Through items: there are three specific items that CWC pays a 3% mark up on, see below

CTSUM	Compaction Testing, Per CWC Requirements
STSUM	Yellow\White Striping

TCSUM Traffic Control, Administration Fee, Officer &/or Car PCT

3. CWC reserves the right to hold bid negotiations and discussions as well as provide feedback pricing sheets to said bidders. Contractors may provide revised pricing as appropriate, but are not required to do so upon reception of the feedback pricing sheets.

Standard Procedures and Practices

- CWC's material supplier provides all water works material (retaining glands and field lock gaskets included) except copper tubing and fittings to connect to existing services.
- Contractor to perform material take off and compare with material supplier (Material distributor).
- CWC shall issue Purchase Orders (PO's) to their material supplier for water works material. PO's will be provided to awarded contractor for order reference. Contractor is responsible for arranging, delivery and storage.
- The contractor is required to pay for backfill material, road base, bituminous concrete, topsoil and seed. CWC includes sand bedding in the per foot installation cost. The contractor must pay sales tax on these items. Contractor should include the cost for taxes in their unit prices as appropriate.
- CWC will make the physical tap for water mains, contractor to prepare excavation, install tap sleeve while providing assistance.
- The contractor is required to provide service taps and cannot hire CWC to do the service taps. CWC will not do service taps. The contractor cannot do service taps dry as the main is laid: no dry tapping is allowed.
- The phrase 'pull and go' refers to the removal of a blow off assembly or end cap and connection to existing pipe.
- CWC does not provide information on subsurface conditions.
- Polyethylene encasement is required for all water main and appurtenances and the first 3' of service lines.

For The Awarded Contractor

- CWC will walk the job with contractor, identify issues and/or any additional items to include if deemed appropriate.
- Unit items that include service lines may be adjusted for copper prices per the Contract and Proposal prior to the inception of the job, if applicable. Copper & fittings to be purchased from Material distributor.
- There will be an agreement between the contractor and CWC on the number of units being used or installed.
- CWC will provide weekly final payment progress reports to the contractor.
- Contractor to provide invoices and shall attach the progress payment reports provided. Total contractor invoice amounts must match totals on CWC progress payment reports. Contractors shall invoice in a timely manner.
- Awarded contractors shall receive their contract for signature via DocuSign. DocuSign is an electronic signature tool that is much simpler and easier to use rather than printing/signing & rescanning.
- Awarded contractors shall be required to track and submit amount of diverse subcontracted spend in the CWC DBE Subcontracting Reporting Form

Additional Notes

- CWC requires that in each invoice we receive, that a statement is made either in the e-mail or on the invoice indicating they are currently meeting all payment terms with the above referenced parties. This will be a requirement for payment.
- Material Receipt and Packing slips-direct pipe
- Material Handling: The Contractor will release the order, schedule delivery, receive, unload, and store until required for installation all materials necessary to complete the project complete and ready for use in accordance with the project plans. CWC will provide a partial payment (50%) to the Contractor prior to installation based on material delivered to the jobsite and final payment (50%) at the completion of the project and scheduled return of extra materials.

**THE CONNECTICUT
WATER COMPANY
2026 CONSTRUCTION
AND WATER MAIN
SPECIFICATIONS**

**TRENCHING, BACKFILLING
AND INSTALLING DUCTILE
IRON WATER MAINS AND
APPURTENANCES**

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SECTION I.

GENERAL CONDITIONS

DEFINITION OF TERMS

"CWC" or "COMPANY" is used to designate The Connecticut Water Company, whose principal place of business is located in Clinton, Connecticut, or its duly authorized representatives for whom the work hereinafter described is to be performed. Contractor is defined as set forth in the Construction Agreement (the "Agreement").

The word "Inspector" or "Engineer" refers to the person appointed by CWC to inspect the work and shall extend to and include any assistant whom he may designate.

The word "Work" is used to designate the work, materials and things required to be done, furnished or performed by the Contractor under the specifications, and as set forth in **Exhibit A** of the Agreement.

To the extent there is a conflict between the terms of these specifications and the terms of the Agreement, the terms of the Agreement shall prevail.

MATERIALS MANAGEMENT

The Contractor will release the order, schedule delivery, receive, unload and store all ductile iron water pipe, fittings, valves, valve boxes, tapping sleeves, joint restraints, fire hydrants, polyethylene wrap, service line copper and brass, curb boxes, marking tape, etc., and all other materials required for completion of the project from the CWC designated distributor. The Contractor shall procure all materials necessary for completion of the project, schedule delivery, unload and store the materials until needed for the project. Upon delivery to the project or storage site the Contractor is responsible for the safe keeping of all delivered materials. Materials are to be stored in such a manner as to protect any packaging and to ensure the products are in good and resell-able condition. The Contractor will be compensated for performing these tasks within the unit price bid for Material Management as identified within the Measurement and Payment and Contract and Proposal sections of the specifications.

LOCATION OF THE WORK

The work is located in public streets, right of way, or authorized property of the contract drawings.

PERMITS AND BONDS

The Contractor will be responsible for obtaining and paying for all the necessary highway and local permits, unless otherwise obtained by CWC. CWC will determine if an Inland Wetlands permit is required and, if such a permit is required, will obtain and pay for it.

The Contractor shall obtain the necessary State of Connecticut D.O.T. Permit Bond when working within the State Highway Right-of-Way.

Expenses incurred by Contractor for the above referenced permits and bonds will be pass through costs to CWC without markup.

ANTI-HARASSMENT

CWC is committed to maintaining a work environment free of discrimination. Contractor agrees that in the course of providing services under this Agreement, it shall comply with all federal, state and local laws relating to equal opportunity and non-discrimination in employment, including without limitation Conn. Gen. Stat. 46a-54(15)(B) (related to training supervisors in the prevention of sexual harassment); 46a-60 (prohibiting discrimination on the basis 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 or physical disability and genetic information), and Conn. Gen. Stat. 46a-81(c) (prohibiting discrimination on the basis of sexual orientation).

HEALTH, SAFETY AND PROTECTION

The Contractor shall take all necessary and appropriate precautions for the safety of, and shall provide necessary and appropriate protection to prevent damage, injury or loss to:

1. All agents, servants, employees or subcontractors of the Contractor involved in the Work and other persons who may be affected thereby, including without limitation the agents, servants, employees and subcontractors of CWC, the Engineer, CWC's other contractors and adjoining property owners and other persons on or nearby the Site:
2. All Work and materials and equipment incorporated or to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor or any of his agents, servants, employees or subcontractors; and
3. Other property at the Site or adjacent thereto, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

The Contractor shall be solely responsible for initiating, implementing, maintaining, supervising, enforcing and assuring compliance with safety rules, precautions and programs which satisfy and comply with all federal, state and local laws, rules, regulations, orders, codes and standards applicable to the performance of the Work, including but not limited to all occupational safety and health standards and requirements adopted or recognized under the Occupational Safety and Health Act of 1970, 29 C.F.R. Part 1926; 29 C.F.R. Part 1910; Conn. Gen. Stat. §31-367 to 31-385 (1987); Conn. Agencies Regs. §31-372-107-1926 (1987), and any amendments or changes to any thereof.

The Contractor shall also cause all of his agents, servants, employees and subcontractors to observe and comply at all times with all such safety rules, precautions and programs.

The Contractor shall supply The Connecticut Water Company with an electronic copy of their company safety manual for review, thirty (30) days prior to the commencement of the Agreement.

The Contractor shall observe and comply with all federal, state and local environmental and health laws, rules, regulations, orders, codes and standards applicable to the handling, disposal, storage, generation or management of any "hazardous substance" as defined in 42 U.S.C. §9601, or any "hazardous waste" as defined in Conn. Gen. Stat. §22a-115.

The Contractor shall be responsible for establishing hazard communication programs to transmit information on the hazards of chemicals and other substances being used, and all related matters of safety, to all of his agents, servants, employees and subcontractors by means of labels on containers, material safety data sheets, training programs and any other reasonable safeguards and procedures for safety and protection, in accordance with 29 C.F.R. Part 1926.20 and Conn. Gen. Stat. §§31-370; 31-40c-f, 40g, 40j-1 (1987).

The Connecticut Water Company maintains a file, available electronically to the Contractor upon request to CWC site supervisor, or engineering, of Material Safety Data Sheets (SDS) . Notwithstanding the foregoing, the Contractor is responsible for complying with all SDS requirements. It is the Contractor's responsibility to make his personnel aware of the hazards associated with the materials furnished by The Connecticut Water Company and the safety precautions suggested for handling and use.

The Contractor shall provide sufficient, proper and safe facilities at all times for the inspection or observation of the Work and Site by CWC and its authorized representatives, including without limitation such facilities as are necessary to permit CWC and such representatives to observe compliance with all safety rules, precautions and programs required under this Contract.

SAFETY COMPLIANCE

The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structure, pipes, and utilities, above and below ground.

The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and firefighting equipment and shall take such other action as is required to fulfill his obligations under this subsection and in the Agreement.

JOB SITE EVALUATION

CWC will provide the Contractor with scorecard reviews as part of this Agreement. The frequency of review will be job specific with the intent to provide open honest communication to the Contractor in reference to their performance. Job site decorum shall be at the highest level. Actions such as, but not limited to, foul language and fighting that could negatively impact CWC's brand or image will not be tolerated and may be cause for termination.

TERMINATION

Termination Payment.

In the event of termination pursuant to the Agreement, CWC shall pay to Contractor a cancellation fee (the "Termination Payment"). Payment of the Termination Payment shall be the sole and exclusive liability of CWC, and the sole and exclusive remedy of Contractor, with respect to termination of this Agreement for convenience. The Termination Payment shall consist of (a) amounts due, but not yet paid, for Work performed prior to the effective date of termination; (b) reasonable and documented direct costs paid, contracted or for which Contractor is liable, in accordance with the contract, at the time of termination that are in addition to amounts otherwise paid or due as of the effective date of termination; (c) reasonable and documented costs reasonably incurred by Contractor in protecting the Work; and (d) an additional payment equal to fifteen percent (15%) of the aggregate amount of clauses (b) and (c) of this Section. It is understood and agreed by the Parties that Contractor would be damaged by CWC's termination of this Agreement for convenience and that (i) it would be impracticable or extremely difficult to fix the actual damages resulting therefrom; (ii) the termination fee described above is in the nature of liquidated damages and not a penalty and is fair and reasonable; and (iii) such payment represents a reasonable estimate of fair compensation to Contractor for the losses that may reasonably be anticipated from such termination.

Deductions from Termination Payment.

CWC shall not be required to pay any portion of the Termination Payment, or (because of subsequently discovered evidence or subsequent observations) may make a demand for repayment of any portion of the Termination Payment previously made to Contractor, to the extent of amounts due or costs incurred in respect of:
liens filed against the System, or any portion thereof, by Subcontractors or any other Person entitled to payment from Contractor or a Subcontractor; provided that, CWC has paid all amounts due hereunder to Contractor; failure or refusal of Contractor to make payments to any Subcontractor when due; provided that, CWC has paid all amounts due hereunder to Contractor; and any representation or certification of Contractor made in this Agreement to CWC that proves to be materially false and that materially and adversely affects the Work.

WATER

Upon notification by the Contractor to the Company water required for reasonable use in the construction and testing of the work may be secured by the Contractor, without cost, from an approved water main location, as available. The Contractor shall lay all connecting lines of such size as are necessary for his operations.

COMMENCEMENT OF WORK

Prior to commencement of work The Connecticut Water Company will schedule a preconstruction meeting to review the Contractor's proposed schedule, sequence of operations, and coordination of the work. The Contractor shall commence work on the site within seven days after notice from CWC to do so. Contractor shall commence work at such points as CWC shall direct and shall thereafter continue at such points and in such order of precedence as CWC may from time to time direct. Contractor shall notify CWC whenever his construction crew is at the job site.

TIME OF COMPLETION

The Contractor shall complete the entire project, ready for operation, not later than the date provided in the Agreement. The Contractor is responsible for providing a schedule for completion of the project at the first job meeting and shall provide timely schedule updates

should the original schedule not accurately reflect ongoing construction progress.

EMPLOYMENT OF SUFFICIENT LABOR AND EQUIPMENT

If in the sole judgment of the Inspector the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Inspector may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means and as the Inspector deems necessary to enable the Work to progress properly.

LINES, GRADES AND MEASUREMENTS

For work requiring lines, grades and measurements, the Contractor shall employ a competent Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the Work, and from time to time to verify such marks by instrument or other appropriate means.

The Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the entire work.

For his or her work, the Contractor shall make, check, and be responsible for all

measurements and dimensions necessary for the proper construction of and the prevention of misfitting of work.

During the course of the project the Contractor shall be responsible for recording the necessary As-built information in accordance with CWC's Field Note Requirements as indicated within.

INSPECTION DURING CONSTRUCTION

CWC will conduct inspections as provided in the Agreement.

EXTRA WORK

CWC may order any extra work done by issuing a "Change Order" in writing, signed by CWC. The Contractor shall accept as full compensation for extra work so performed, the lump sum or unit prices mutually agreed upon before starting the work, or, at the discretion of CWC, the actual cost of the work plus fifteen (15%) percent. The actual cost of the work shall include the cost of all materials, supplies and labor necessary for the performance of the extra work but shall not include the cost of general superintendence, overhead charges, depreciation of plant or the cost of rental of small tools.

No claim for extra work will be allowed unless a "Change Order" in writing has been issued covering the work.

MEASUREMENT OF UNIT ITEMS

Measurement of the items of the work which are to be for on a unit basis will be made weekly as the work progresses and the Contractor's estimates shall conform to the measurements. The Contractor's estimates are to be provided to CWC's Engineer or Inspector on a weekly basis for the prior week's work. The Contractor shall have the right to have a representative present when measurements are being made, to check the measurements and to call CWC's attention to any errors or omissions. If the Contractor's measurements exceed CWC's measurements, he shall have the right to demand one (1) re-measurement before his estimates are submitted and the amount so measured shall be final. If the Contractor fails to have his representative present after due notification, he shall forfeit the right to demand a re-measurement. Measurements for rock excavation, asphalt paving and loaming and seeding will be based on actual field measurements and limited to the specified pay limit. Should areas require restoration due to the negligence from the Contractor's operations (i.e. over-blasting, ripping up pavements, unnecessary lawn damage, etc.) all costs for restoration out of the normal work area will be at the Contractor's expense.

INSURANCE COVERAGE

The Contractor shall carry the insurance as set forth in the Agreement. All Certificates of Insurance shall be sent to procurement@ctwater.com

ASSURANCE STATEMENT

If the Work is being performed for CWC under the terms of a DOT Utility Construction Agreement, then the Contractor shall complete and return an Assurance Statement. This will be provided as a Supplement on appropriate projects.

TAXES

The attention of bidders is directed to the provision of the Connecticut Sales and/or Use Tax Law and particularly to Regulation No. 90 of the Connecticut State Tax Dept. - Sales and Use Tax Division, as amended, entitled "Contractors and Subcontractors". It will be noted that, in accordance with the provisions of the aforesaid Regulation No. 90, Contractors in any contract resulting from this inquiry will be considered responsible for remitting to the State of Connecticut all Sales and/or Use Taxes which may be applicable under said contract. Therefore, quotations submitted in connection with this inquiry shall be prepared in accordance with the provisions of the aforesaid tax law. CWC will provide the required tax exemption certificate for purchase of all materials required for the completion of the project as indicated.

The Connecticut Water Company reserves the right, if necessary, to require additional breakdowns and supplemental information, such as copies of backup records, for any statement to The Connecticut Water Company from each Contractor or supplier, e.g., cost of materials, services, transportation, delivery and installation costs.

All other taxes of any nature imposed with respect to such equipment, the manufacture, sales or use thereof or the materials incorporated therein or with respect to Contractor's or supplier's performance of the contract or its receipts, income or profits thereunder, shall be the sole responsibility of the Contractor.

Nonresident contractors will be required to show proof of compliance with bonding requirements contained in the State of Connecticut Department of Revenue Services Special Notice 2005 (12). As outlined in DRS SN 2005 (12), any nonresident contractor will be required to furnish a cash or guarantee bond for 5% of the total contract price.

COMPUTATION OF QUANTITIES

For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

It is further agreed that the computation of the volume of prisms shall be by the method of average end areas.

WEEKLY PAYMENTS

Weekly payments will be made for the work completed to date, through the last day of the week. No payments will be made for any work other than the sum of the unit prices bid by the Contractor except upon a written Change Order executed prior to the beginning of the work for which extra payment is requested.

JOB MEETINGS

The Contractor will be required to meet for a preconstruction meeting after the award of the contract and prior to commencement of work and periodically thereafter with Company representatives to discuss scheduling, sequence of operations, and coordination of the work. The Contractor shall supply a schedule for completion of the project at the first job meeting and shall provide timely schedule updates should the original schedule not accurately reflect ongoing construction progress.

CARE AND RESTORATION OF PROPERTY

The Contractor shall enclose the trunks of trees adjacent to his work that are not to be cut, with substantial wooden boxes of such height as may be necessary to protect them from injury from piled material, from equipment, from his operations, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs, and trunks of trees, the cut or injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.

If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to the kind and quality existing at the start of the work at no additional cost to CWC. Any damage to pipes, drainage structures or other utilities, whether active or abandoned, shall be repaired by the Contractor at no additional cost to CWC.

All surfaces which have been injured by the Contractor's operations shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of the construction period.

CALL BEFORE YOU DIG

The Contractor shall, at least seven full working days prior to the start of work, notify Call Before You Dig (CBYD) (1-800-922-4455 or 811) for the location and marking of all underground utilities in the work area, and shall provide CWC with the "CBYD Ticket No." of said mark out request.

CBYD excavation notices expire at the end of 30 calendar days from the date notice is given to the clearing house. If construction is not completed or is expected to last beyond 30 calendar days, a renewal notice must be provided to CBYD before the expiration.

The Contractor is to comply with all current Call Before You Dig Regulations.

CONTRACTOR'S RESPONSIBILITY FOR MATERIALS FOR AND EQUIPMENT

The Contractor shall assume full responsibility for all supplies, materials and equipment required for the Work.

CLEANING UP

During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.

Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes or structures, in connection with work done under this contract, or elsewhere during the course of the Contractor's operation, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipe structures, and work, etc., shall upon completion of the work be left in a clean and neat condition.

On or before the completion of the work, the Contractor shall, unless otherwise specifically directed or permitted in writing, tear down and remove all temporary buildings and structures built. The Contractor shall remove all temporary works, tools, and machinery or other construction equipment furnished by the Contractor, shall remove all rubbish from any grounds which he has occupied, and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.

The Contractor shall not dispose of any excess excavated materials on the adjacent properties, unless written approval has been secured from the property owner. The Contractor shall furnish to CWC a copy of the property owner's approval prior to the disposal of any materials.

The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Suitable materials, equipment and methods shall be used for such restoration.

UTILITY SUPPLIER DIVERSITY PROGRAM (USDP) – CONTRACTOR REQUIREMENTS

The Company is committed to seeking business relationships that enable us to provide our customers excellent service and a reliable supply of high quality water at a fair and reasonable price. We remain committed to seeking and maintaining such relationships as we strive to broaden our network of service providers through the Company's Utility Supplier Diversity Program (USDP). The Company seeks to encourage, recruit, and utilize women, minority, veteran and lesbian, gay, bisexual and transgendered (LGBT) business enterprises within our supply chain. As

part of our USDP, we encourage our contractors, or potential contractors, to do the same. The Company is currently gathering information from all our Contractors and Vendors regarding the participation of Disadvantaged Business Enterprise (DBE) in our projects. This contract is subject to that information gathering effort.

Contractors are required to complete and submit a quarterly CWC DBE Subcontractor reporting form. Forms should be submitted at the same time as pay applications corresponding to the end of quarter. The form and instructions for completing it are attached to these Specifications

Information provided by the Contractor in response to this request **WILL NOT be a factor in the evaluation of bid, award of contract, or determination of Contractor eligibility for future work.** The information will be used by the Company ONLY to assess current DBE participation rates.

Completed forms will be submitted to procurement@ctwater.com.

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SECTION II

TRENCHING, BACKFILLING AND INSTALLING DUCTILE IRON WATER MAINS AND APPURTENANCES

WORK TO BE DONE

The work to be done includes furnishing all materials, labor, tools, plant and equipment required for receiving, inspecting, hauling and distributing materials, removing pavement; excavation and backfill; and installing, disinfecting and testing the ductile iron water piping and appurtenances including valves and fittings; providing As Built installation sketches; all as shown on the drawings, (when available) specified herein or ordered by CWC; complete in every detail, ready for operation.

REMOVING PAVEMENTS

Where existing streets, road or highways are paved within the limits of the trench, such pavement or surfacing shall be removed to the extent necessary for the work.

Prior to pavement removal, the pavement shall be cut by jackhammer, wheel, trench milling or saw cut. Saw cutting of pavement where required prior to permanent pavement placement and will be paid for under appropriate unit.

DIMENSIONS

The width of trenches shall be sufficient to permit proper alignment of the pipes and thorough tamping of the backfill around and under the pipes in their final location. There shall be at least twelve (12) inches clear opening at all points between the outside of the pipe and the sides of the trench. Where trenches are sheeted, the specified clear opening shall be provided between the inside face of the sheeting and the outside of the pipe.

All water mains shall be installed as shown on the plans and to the line and grades as shown on the profiles, if provided. The minimum depth of cover shall be 4ft. For the crossing of sewers, storm drainage or other utilities the water main shall be laid to the elevations as shown on the plans, or as directed by the Inspector but in no case shall the separation between the two be less than 18" vertical unless specifically approved by the Inspector.

Where necessary to avoid existing structures, to secure suitable foundations or to conform to future grading of streets or sidewalks, a greater or lesser depth may be authorized by CWC. If the trench is excavated to a depth greater than specified or authorized, the Contractor shall refill the trench to the required depth with suitable material thoroughly tamped.

TRENCHING

In excavating trenches, the Contractor may use such methods as CWC will approve. Where the use of trenching machines is permitted, he shall before starting work, obtain all available information as to the location of existing underground structures, and shall plainly mark their location in advance of the excavation. The length of trench excavated ahead of the pipe laying, and the length of trench which may remain open at one time shall at all times be subject to the approval of CWC. It shall at no time be greater than can properly be protected from caving.

TUNNELING

Excavation shall be made in open cut. No tunneling will be permitted unless under written authorization of CWC.

EXCAVATION AND BACKFILLING

The Contractor shall perform all necessary excavation and backfilling called for in these specifications or as required by CWC, including the necessary sheeting, shoring, pumping, bailing, supporting and protecting existing structures and repairing them when damaged, and removing or altering existing underground obstructions which are owned by private parties.

ROCK EXCAVATION

The unit price bid per cubic yard for rock excavation and replacement backfill shall include the cost of excavating, hauling and disposing of material classified as rock, the dressing of surface to receive structures, refilling trenches under pipelines, the exclusion and removal of water from the site of the work, and the furnishing of all materials and labor, tools, plant and equipment necessary to the performance of the work herein specified, permits for rock excavation will be pass through costs with no markup.

The Contractor shall include in his bid for items involving excavation the cost of doing the entire excavation as earth, the price for this item being intended to cover the difference between the cost of rock excavation and the cost of earth excavation. The price for this item will be paid in addition to any payment made for earth excavation.

If material suitable for backfilling is not available in sufficient quantity from other excavations, the Contractor shall, at his own expense, furnish suitable material from outside sources.

Rock excavation shall include solid rock in place, detached rocks, sound masonry and concrete, measuring more than one (1.0) cubic yard, but shall not include pavements or sidewalks.

The Contractor shall obtain all permits and observe all rules and regulations of authorities having jurisdiction relative to the handling, storing and use of explosives, and shall exercise every care in blasting operation to protect life and property.

No charge shall be used which is larger than necessary to split the rock.

When, in the opinion of CWC, it is desirable to do so, CWC may prohibit blasting and order rock to be removed by mechanical means. Mechanical means shall be classified as rock removed by jackhammer or hoe ram. Rock removed by pounding or scraping with an excavator bucket and rock teeth shall not be classified as removal by mechanical means.

Excavation in rock trench for pipelines shall provide at least twelve (12) inches clearance below the outside bottom of the pipe and around the pipe with the space refilled with acceptable well-compacted sand.

Rock excavation shall be measured in place. Rock excavation for masonry structures shall be measured between vertical planes one (1) foot outside the foundations of the structures and from the surface of the ledge to the underside or bottom of the structure. Excavation for pipelines shall be measured horizontally 2 feet plus the diameter of the pipe and allowing a depth of one foot (12") greater than the distance from the surface of the ledge to the underside of the pipe. A maximum pay limit of five (5) feet shall be used.

The unit price shall constitute full compensation for rock excavation, disposal, backfilling, and for furnishing any additional material needed for backfilling.

Excavated rock which has not been disposed of will not be included for payment.

ADDITIONAL EXCAVATION

The unit price bid per cubic yard for additional excavation and replacement backfill shall include the cost of all materials, labor, tools, plant and equipment required for the excavation, disposal and replacement with suitable backfill materials in areas outside the normal trench excavation as ordered by CWC.

If, in the opinion of the Engineer, the material below normal grade of the excavation is unsuitable for foundation, it shall be removed and disposed of to such limits as the Engineer may direct.

The quantity of additional excavation to be paid for under this item shall be equal to the number of cubic yards of additional material excavated, measured in place to the extent of the work done as ordered by the Engineer.

The unit price shall constitute full compensation for earth excavation and disposal, backfilling, and for furnishing any additional material needed for backfilling.

BACKFILL

Backfilling material for at least one (1) foot above the top of the pipe shall consist of selected fine material containing no stones larger than one-half inch in size. Backfill of the fine selected material shall be carefully and thoroughly tamped with approved tools in such a manner as to prevent settlement. Special care shall be taken to place the best sandy or gravelly material under

the pipe on the quarters and to bring it up solidly so as to furnish a hard bed for the whole of the lower part of the pipe.

The required backfill above the one-foot layer of fine selected material may be placed in one layer provided it is compacted by means of a hoe-pack to achieve a 95% modified proctor density. If a hoe-pack is not used, the backfill shall be spread in layers not exceeding twelve (12) inches in depth prior to compaction. Each layer shall be carefully and thoroughly tamped with approved tools in such a manner as to prevent settlement after the backfill has been completed and to achieve a 95% modified proctor density. If in the opinion of the "Engineer or Inspector" the compaction of the backfilled trench is not suitable, compaction tests will be required to verify that proper compaction was achieved. All costs for compaction tests will be borne by the Contractor.

Blue marking tape reading "Caution - Water Line Below" shall be placed a minimum of 24" above the top of the water main.

The use of frozen material will not be permitted. The excavated paving, either bituminous or other, shall not be placed in the trench as backfill.

All settlement in backfill shall be repaired by the Contractor at his expense.

Prior to placement of permanent pavement all trenches shall have sufficient compaction to achieve a 95% modified proctor density.

BANK RUN GRAVEL

All excavation shall be classed as earth excavation or rock excavation.

Earth excavation shall include sand, gravel, ashes, loam, clay, swamp muck, soft or disintegrated rock or hardpan which can be removed with a pick, or a combination of such materials, and boulders measuring less than one (1.0) cubic yard whether the boulders are blasted or removed intact.

The unit price shall constitute full compensation for furnishing, placing and compacting gravel as directed.

The quantity of gravel to be measured for payment under this item shall be equal to the number of cubic yards measured in place within the normal trench excavation limits in the area above the 12" of pipe bedding material to the bottom of the processed stone as ordered by CWC.

At the option of the inspector, replacement gravel shall be either bank run gravel or select gravel which meet the following gradations.

A. Bank Run Gravel

Bank run gravel shall have a gradation within the limits given below. It shall be obtained from approved natural deposits and unprocessed except for the removal of unacceptable

material and stones larger than the maximum size permitted. It shall not contain vegetation, masses of roots, or individual roots more than 18 inches long or more than 1/2 inch in diameter. It shall be substantially free from loam and other organic matter, clay, and other fine or harmful substances.

<u>Sieve Size</u>	<u>Percentage by Weight Passing</u>
6 in.	100
3-1/2 in.	90-100
1-1/2 in.	55-95
1/4 in.	25-60
No. 10	15-45
No. 40	5-25
No. 100	0-10
No. 200	0-5

B. Select Gravel

Select gravel shall have a gradation within the limits given below. It shall be obtained from approved natural deposits and unprocessed except for the removal of unacceptable material and stones larger than the maximum size permitted. It shall not contain vegetation. It shall be free from loam and other organic matter, clay, and other fine or harmful substances.

<u>Sieve Size</u>	<u>Percentage by Weight Passing</u>
3 in.	100
1/2 in.	80-100
No. 4	60-80
No. 40	10-30
No. 200	0-10

CUTTING PIPE

Pipe shall be cut by means of a pipe saw or other approved method in accordance with the manufacturer's operating instructions for the equipment to produce a clean true cut, free from irregularities and leave a smooth end at right angles to the axis of the pipe. All bevels shall be made with appropriate grinding equipment

INSTALLING DUCTILE IRON PIPE

All pipes shall be carefully examined for defects and no piece shall be installed which is known to be defective. If any defective piece is discovered after having been installed, it shall be removed and replaced with a sound one at the expense of the Contractor. All pipes and fittings shall be thoroughly cleaned before they are installed and shall be kept clean until they have been accepted in the completed work.

Where directed by CWC, each piece of pipe and each fitting shall be installed upon blocking set at no less than two (2) different points along its length. The blocking shall be sound timber two (2) inches thick, twelve (12) inches wide and of a length equal to the diameter of the pipe. Wedges twelve (12) inches long, of four (4) inch by four (4) inch sound timber, shall be placed on the blocking to hold the pipes and special castings in position.

Blocks shall be firmly bedded on the trench bottom slightly below the grade of the finished pipe before the pipes are placed. After the pipes have been lowered into the trench, the wedges shall be placed and adjusted so as to bring the pipe to proper alignment and grade.

OBSTRUCTIONS

The Contractor shall lay the pipes or pipe lines through or around all permanent obstructions which may be encountered on or below the surface, and make all necessary removals or alterations of existing underground structures which are owned by private parties.

The attention of the Contractor is directed to the fact that there may be existing sanitary sewers and laterals, gas and water mains with services in all streets along with telephone, electric, cable TV or other underground utilities. CWC will furnish assistance to the Contractor in establishing the location of these systems on the site. If the Contractor should damage or break any of the above marked items, he shall repair the damaged service at his own cost.

JOINTS

All pipe joints will be push-on type rubber gasketed unless otherwise specified. All fittings and valves will be of the mechanical joint type with Mega Lug retainers unless otherwise specified. Locking gaskets shall be placed a minimum 2 full lengths on either side of a bend and 3 full pipe lengths from the end of all dead end lines and blow offs.

RUBBER GASKET JOINT

Rubber gasket joints will be of the compressed rubber ring gasket type. The joints shall be thoroughly cleaned, prepared and installed in strict accordance with the requirements, instructions and recommendations of the joint manufacturer and of CWC.

Only rubber gaskets furnished by the manufacturer of the pipe shall be used. Gaskets which have become damaged, or which are defective in any way shall not be used in the work. Gaskets shall be stored in a cool, dark and dry place and shall be kept warm prior to their use in cold weather. Jointing materials in addition to the gaskets, if required by the type of joint furnished, shall fully comply with and be installed in accordance with the requirements of the manufacturer of the joint.

POLYETHYLENE ENCASEMENT

Polyethylene encasement shall be V-Bio as indicated in our specification and be installed around water main ductile iron pipe installations including hydrant laterals and barrel to ground level and all associated service lines, three (3) feet from the main connection, and also shall be installed as directed by CWC Project Personnel and as directed by the Inspector.

Polyethylene encasement shall be installed in accordance with AWWA standard C105-99 method "A", or latest revision thereof, at locations as directed. The polyethylene tube shall be cut to a length approximately 2 feet longer than that of the pipe section. Slip the tube around the pipe, providing a 1-foot overlap at each end. Lower the pipe into the trench and make up the pipe joint, overlapping the wrap at the joint. Take up the slack width to make a snug, but not tight, fit along the barrel of the pipe. Repair any rips, punctures, or other damage with adhesive tape or with a short length of polyethylene tube cut open then wrapped around the pipe and secured in place.

TESTS AFTER INSTALLATION

After the pipe has been installed and backfilled, all newly installed pipe shall be subjected to a pressure and leakage test conducted in accordance with AWWA Standard C600-99, Section 5 and as follows.

A) Pressure Test:

All newly installed pipe shall be subjected to a hydrostatic pressure of 1.5 times the working (system) pressure at the point of testing, but in no case less than 1.25 times the working pressure at the highest point along the test section. The test pressure shall not exceed pipe or thrust restraint design limits, twice the rated pressure of closed valves or hydrants located within the test area, or the rated pressure of closed resilient-seated gate or butterfly valves. The test shall be maintained for a minimum of two hours with no more than a 5 psi variation during the test period.

B) Leakage Test:

The leakage test will be conducted at the same time as the pressure test. Leakage is the quantity of water required to maintain the pressure within 5 psi of the specified test pressure, it is not the measured drop in pressure. Leakage shall not exceed the number of gallons per hour as determined by the inspector and is indicated in Table 6 of the above specified AWWA Section.

C) General:

Before applying the specified test pressure, all air shall be expelled from the pipe. If hydrants or blow offs are not available at high places, the Company shall make the necessary taps at points of highest elevation before the test is made and insert the plugs, if

desired, after the test has been completed. The section to be tested shall be closed by valves, temporary flanges, plugs or bulkheads as required.

Each valved section of pipe shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the inspector. The pipe connection and all necessary apparatus including pump shall be furnished by the Contractor. CWC will furnish the gauges for the test. The Contractor shall furnish all necessary labor and materials for conducting the tests.

If leakage is either visible or indicated by the above test procedure, the Contractor shall do whatever is necessary to locate and repair said leak at his own expense. Upon completion of the repair the pipeline shall be retested.

DISINFECTION & FLUSHING

Prior to any section of pipeline being put into service, it shall be thoroughly disinfected in accordance with AWWA Standard C651-14, AWWA Standard for Disinfecting Water Mains, Section 4.4, Continuous-Feed Method of Chlorination (or the latest revision thereof) included as Appendix AA.

The Contractor is responsible for developing a detailed plan for the disinfection procedure with liquid sodium hypochlorite solution (conforming to ANSI/AWWA B300) and de-chlorination of discharge water for the water main installation. The detailed plan shall be submitted to the Company for approval. This submittal should identify the location of injection and discharge points, the materials (conforming to Company specs) and disinfection and de-chlorination products to be used. This submittal shall also identify any proposed subcontractors for this activity and provide references (3) and list of comparable projects (3) recently completed by them. The contractor shall only proceed with this procedure upon approval of the submittal by the Company.

The Company will typically perform the flushing of the water main in preparation for disinfection. As needed the contractor shall support to Company with this effort to meet the following guidelines. The completed line shall be slowly filled with water to eliminate air pockets and flushed to remove particulates. The flushing velocity in the main shall not be less than 3.0 ft/sec (0.91 m/sec). Flushing shall be performed for a sufficient period of time to allow for a minimum of 3 volume changes of water in the main (approximately 16 minutes per 1,000 feet of main at a flow rate that produces 3.0 ft/sec rate).

Introduce chlorine to the main at a constant rate from a point not more than 10 ft. downstream from the beginning of the new main, such that the water will have at least 25 mg/L free chlorine. The heavily chlorinated main shall remain at static pressure for no less than 24-hrs. (not to exceed 48-hrs.). Chlorine residual remaining after 24 hours must be at least 10 mg/L. If less than 10 mg/L chlorine is measured after 24 hours, the Contractor shall repeat flushing and disinfection procedures.

**Flushing and Dosing Reference Values
(From AWWA C651 Table 3 and Table 4)**

Pipe Diameter (in)	Flushing Flow Rate to Produce 3.0 ft./sec (gpm)	1% Chlorine Solution Required to Produce 25 mg/L concentration in 100 feet of pipe (gal)
4	120	0.16
6	260	0.36
8	470	0.65
12	1,060	1.44

The Contractor shall be responsible for the dechlorination of disinfection discharge water. The discharge of heavily chlorinated water (concentrations greater than system residual) to the environment is prohibited. The discharge water must be dechlorinated satisfactory to the Company before released to the environment. Dechlorination will be incidental to the activity. During dechlorination, a neutralizing chemical shall be applied to the water to be wasted to thoroughly neutralize the residual chlorine (see ANSI/AWWA C655 for neutralizing chemicals). Where necessary, federal, state, local, or provincial regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water.

Upon completion of flushing, disinfection, and dechlorinating, a water sample from the section shall be collected by the Company for third-party analysis.

No section of main shall be put into service without the approval of the Company, and should the analysis be unsatisfactory, the section shall again be disinfected and retested until an analysis satisfactory to the Company is obtained. All costs for additional disinfection and retesting shall be borne by the Contractor. All temporary taps and discharge points for the disinfection and flushing process shall be permanently abandoned upon successful testing unless approved by the Company to stay in place. Abandonment of temporary taps includes positioning the corporation 'off' and installing a Mueller H-15451 coupling and corresponding NPT plug. Abandonment of disinfection taps and blow-offs will be incidental to the activity and shall be coordinated with the Company representative.

APPURTENANCES

The Contractor shall exercise care in planning the work to arrange for the proper setting of all fittings, valves and other appurtenances required in the completed pipe lines. Fittings shall be properly supported with additional blocking if required to maintain the pipe lines in alignment. All bends and tees shall be securely anchored by poured concrete blocking or dry wedged blocking. As needed, all friction clamps, thrust rods and miscellaneous exposed metal threads are to be coated with asphaltum.

Special attention shall be given to the accurate placing of valves so that they will not be subject to undue strains, and where required by CWC, they shall be supported on sound timber blocking.

Valves shall be set with their stems truly vertical. Valve boxes shall be carefully placed to insure the free and proper operation of the valves.

PROTECTION OF THE PUBLIC

Improved streets, roads, driveways and sidewalks shall be kept open over all trenches and excavations and the use thereof rendered safe by the construction of substantial timber bridges with proper handrails where required.

MATERIAL HANDLING

The Contractor will release the order, schedule delivery, receive, unload, and store until required for installation all materials necessary to complete the project complete and ready for use in accordance with the project plans. CWC will provide a partial payment (50%) to the Contractor prior to installation based on materials delivered to the jobsite and final payment(50%) at the completion of the project and scheduled return of extra materials.

TRAFFIC CONTROL

Traffic control will be the responsibility of the Contractor. The cost for private traffic control services shall be carried in the applicable unit prices within the proposal. The cost for Town or State police for traffic control shall be considered as a pass-through cost. Traffic control is to be provided to the satisfaction of CWC and the governing authority.

BARRICADES, FLASHERS AND SIGNING

Any construction equipment plant, materials or obstruction placed on streets, roads or walks, and all open excavations shall be carefully marked and protected by barricades with flashers and construction safety fence.

The Contractor shall supply, place, and maintain traffic signs and cones to the extent necessary to provide the signing pattern(s) required by the state, local, or governing agency or as requested by the Company.

ROADWAYS TO BE KEPT CLEAR

The Contractor shall dispose of his plant, construction and excavated materials so as not to obstruct streets, roads, highways or private rights of way. He shall not obstruct the gutter of any street, road or highway, but shall take such measures as will insure the free passage of surface and storm waters along the gutters. All excavated materials shall be placed in a neat manner on one side of the trenches and shall be kept trimmed up so as to inconvenience the traveling public and adjacent property owners as little as possible. The utmost care shall be used to avoid interference with the ordinary use of the existing streets, roads or highways.

No portion of any street shall be closed to traffic unless written permission of the proper Civil Authorities has first been obtained.

DUST CONTROL

The Contractor shall keep on the job sufficient supplies of calcium chloride to be applied at locations and at such times and in amounts as directed for the purpose of allaying dust conditions. Roadway sweeping shall be performed at the end of each workday to remove all debris from the roadway surface. The cost of such work shall be included in prices submitted for excavation, backfilling and laying of ductile iron water main.

SHEETING, BRACING AND COFFERDAMS

To prevent injury to the work or delay in construction, all excavations shall be maintained in good order and all necessary precautions taken to prevent movement of the sides.

HANDLING OF WATER

The Contractor shall at all times take such precautions as are necessary to keep the work free from ground or surface water. He shall provide pumps of adequate capacity to remove from the excavations the water which may enter and in such a manner that it will not interfere with the progress of the work or the proper placing of the pipe.

HANDLING MATERIALS

Proper and suitable tools for safe and convenient handling and installation of pipes, fittings and valves shall be used. Great care shall be taken to prevent damage to the protective coating. Minor damage to exterior coating may be patched with asphaltum. Excessively damaged material shall be removed.

LOAMING AND SEEDING

The unit price bid per square yard shall include all labor, material, including top soil, and equipment required to loam and seed areas as directed. A pay limit of ten (10) feet wide shall be utilized unless otherwise indicated or field conditions require additional loaming and seeding.

Areas to be seeded shall be carefully graded, raked, fertilized and seeded with first quality perennial turfgrass seed, applied in accordance with the directions of the supplier. The Contractor shall place approved loam or topsoil on those surfaces and at the locations directed by CWC. All topsoil shall be screened containing stones no larger than ½ in diameter. It shall be placed accurately to a thickness of not less than six (6) inches and to the lines and grades directed by CWC. It shall be rolled with a light roller. After placing loam or topsoil, the surface shall be fertilized and seeded with suitable materials as approved by CWC. Seeding shall be done immediately after preparation of the top surface for which it is ordered. Seeded areas are to be covered with shredded straw. Hydro seeding of topsoil is the approved alternative to traditional seeding with straw cover.

If there is delay for which the Contractor is responsible and weeds grow on such surfaces, they shall be removed by the Contractor and the area resurfaced. After reseeding, the surfaces shall be hand raked and rolled with a light roller.

Care shall be taken to have the surfaces conform to the proper lines and grades and any sliding or settlement which may occur shall be repaired by the Contractor at his own expense. All seeded or re-sodded areas shall be thoroughly watered by the Contractor as required to establish a uniform stand of perennial turfgrass. They shall be maintained by the Contractor until permanently established and shall be subject to the one (1) year guarantee of his work.

SECTION III

MEASUREMENT AND

PAYMENT

SCOPE

Work performed pursuant to the Agreement, shall be paid for in accordance with the “Water Main Construction and Maintenance Units” of the bid. The cost of labor, equipment, materials or work called for in the Specification, shown on the Drawings, or necessary for a complete and satisfactory installation, but which are not specifically mentioned in this Section shall be included in the appropriate pay item by the Contractor at no additional expenses to CWC.

The Company reserves the right prior to issuance of a Contract for a given project to purchase all necessary materials at our discretion for such project. If CWC exercises its rights to provide the materials the Contractor will be compensated for the Material Handling costs as bid associated with unloading, storage and distribution of all materials.

PAYMENT ITEMS

The prices shown in the “Water Main Construction and Maintenance Units” include all costs to construct the water mains(s) under this Contract. Final payment will be made on the in place measurement of length(s) of water main(s) installed.

The following section details the Water Main Construction and Maintenance Units and assumptions tied to the installation thereof. Each unit will be considered a Contract Unit Price associated with a defined unit of measure. Contract Unit Prices will be provided by the Contractor and subsequently agreed upon through the bid process.

WATER MAIN CONSTRUCTION AND MAINTENANCE UNITS MAIN INSTALL ACTIVITIES & ASSUMPTIONS

C001-C016) Main Install via Trench (includes standard trenching)

Payment will be made at the Contract Unit Price per lineal foot as measured along the axis for the size and class pipe to be installed, complete in place, as required by CWC. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures necessary for the trenching and installation of the water main(s). All costs to complete the pipeline installation are included in the unit price per lineal foot of water main. The unit price for each water main includes but is not limited to installation of the water main, polyethylene encasement*, fittings, appurtenances, marking tape, standard dewatering, pressure and leakage testing, disinfecting of water main (and de-chlorination of discharge), site cleaning and maintenance of street and other surfaces , etc. *Unit includes bedding material to install the main and backfilling with native soil*

when applicable. Locking gaskets shall be placed a minimum three full pipe lengths from the end of all dead end lines. See trenching assumptions on depths.

Additionally, Contractor shall submit schedules, shop drawings and as-built records as required by CWC. All other items of work not listed elsewhere in the “Water Mains and Maintenance Units” will be paid for inclusive in this bid item. Units vary by water main type, diameter, and linear foot increments.

* See *Handout provided. ‘Polyethylene Details’*

C019) Liquid Chlorine Disinfection

The Contract Unit Price will be lump sum by each injection. It shall include the development of the disinfection plan, all labor, materials and equipment required to provide and install temporary chlorination taps and blow-offs as identified in the disinfection plan. Work to include all excavation, backfill, chlorination, flushing, de-chlorination and abandonment of temporary taps and blow-offs,

C021-C026) Thrust Restraint and Reaction Blocking

Payment will be made at the Contract Unit Price by each or by cubic yard for all poured concrete thrust and reaction blocking that is not considered to another pay item, complete in place, at all locations necessary or as required by the Company to provide a complete and satisfactory installation. All thrust and reaction blocking for mains 12” and greater must be formed and poured in place unless approved by the Engineer or Inspector. All cast in place concrete to conform to 3,000 psi. The Contract Unit Price shall include all labor, materials, reinforcement, tools and equipment, furnishing and placing concrete and all incidental work required. This item does not include fire hydrant blocking.

C027-C028) Connection to Existing Mains

The Contract Price Unit will be lump sum by location to connect an existing main shall include all labor and equipment required to make the necessary excavations including shoring, installing and testing the tap sleeve and valve, removing the existing end plug, or cutting the existing main and installing the required fitting(s). Connections between new and existing mains shall be made at the points shown on the drawings or directed by CWC. The time of making connections shall be coordinated with CWC and the method of making them shall be under the full direction of CWC.

CWC will provide the necessary labor and equipment to make taps up to 12" in diameter at a no cost to the Contractor.

C029-C031) Pull & Go, Connection to Existing Mains

The Contract Price Unit will be per each pull and go to an existing main. Unit shall include all labor and equipment required to make the necessary connections as directed by CWC.

C032-C048) Valve Installation (including Gate Valve Installation, Butterfly Valve Installation, Tapping Sleeve & Valve Installation where not identified as part of a connection to existing main.)

Payment will be made at the Contract Unit Price for each new (excluding hydrant valve) valve, complete in place. Unit price shall include all labor, materials (***except where materials are furnished by CWC***), accessories, excavation and backfilling, tools all incidental work required to install each valve complete as shown on the drawings, as specified and necessary to make a complete and satisfactory installation. See ***SD-8: Dead End and Valve Restrained Connections Details***.

C049) Air Release Valves

Manual: Payment will be made at the Contract Unit Price for each manual air vent installed, complete in place. The unit price shall include all labor, materials (***except where materials are furnished by CWC in accordance with SD-6: Air Release Details***), tools, excavation, installation and backfilling together with all incidental work necessary for a complete installation in accordance with Specification.

C050) Blow off Assembly

Payment will be made at the Contract Unit Price for each Blow off Assembly, complete in place. Unit price shall include all labor, materials (***except where materials are furnished by CWC in accordance with SD-7: Low Point Blow-Off Detail***), excavation, thrust blocks, and backfilling, tools all incidental work required to construct each blow off assembly complete as shown on the drawings, as specified and necessary to make a complete and satisfactory installation. Includes installation of up to **4 feet maximum** of blow off main piping per jurisdictional requirements. Locking gaskets shall be placed a minimum three full pipe lengths from the end of all dead end lines and blow offs.

TRENCH ACTIVITIES & ASSUMPTIONS

C051-C055) Trench Excavation

Payment will be made at the Contract Unit Price per lineal foot for the trench to be excavated, at the specified width and sub-surface conditions as agreed upon by CWC. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures necessary for Trench Excavation. ***The minimum and maximum width and depth of the water main trench shall be in accordance with the requirements of Section 2. Trenching, Backfilling, and Installing Ductile Iron.*** Price includes sheeting, bracing and support of trench and adjoining ground where necessary in accordance with OSHA and CWC requirements, excavation of existing utilities, site cleaning and maintenance of street and other surfaces. Price also includes clearing (including trees 4" and less) and grubbing. Units vary linear foot increments or by cubic yard for rock. Incremental changes in width and depth are to be accounted for by adder units. See sub-surface conditions below for assumptions:

SUB-SURFACE CONDITIONS

Soil / Earth

Sub-surface earth consists of soil, cobbles, boulders and weathered rock readily excavated with excavators, mini excavators, and backhoe loaders

Rock Excavation Bucket, Mechanical, Blast

Sub-surface consists of consolidated rock material that can be excavated different methods of extraction depending on subsurface requirements:

Payment will be made at the Contract Unit Price per cubic yard of rock excavation. No payment will be made for excavation made outside the limits described in Specification. Unit Price includes removal, hauling and proper disposal of all material. Rock is defined as per Section 2. Trenching, Backfilling, and Installing Ductile Iron: Excavation and Backfilling.

Extra width or depth adder to Trench

When directed by the Engineer/CWC to justify the pipe at a depth deeper or a width wider than specified, payment will be made at the Contract Unit Price per cubic yard of trench. Normal trench depth to be in accordance with the requirements of **Section 2. Trenching, Backfilling, and Installing Ductile Iron: Dimensions and Trenching.**

BACKFILL ACTIVITIES

C056-C063) Replacement Backfill

Payment will be made at the Contract Unit Price per unit of specified type per cubic yard of aggregate in place where required. No payment will be made for aggregate needed outside the maximum normal trench width as described in **Section 2. Trenching, Backfilling, and Installing Ductile Iron: Backfill.** If for any reason the trench width exceeds the maximum trench width defined in Paragraph D above, the Contractor shall provide the additional aggregated for bedding and backfilling at no cost to CWC as described in Backfill. This pay item also includes the removal, hauling and proper disposal of all excavated material. **Note: Basic bedding to install the main will be included in the Main Install units.**

C064-C066) Flowable Backfill

Payment will be made at the Contract Unit Price per cubic yard of flowable backfill in place, at the required psi class per jurisdictional requirements. No payment will be made for flowable fill needed outside the maximum normal trench width as described in **Section 2. Trenching, Backfilling, and Installing Ductile Iron: Backfill.** If for any reason the trench width exceeds the maximum trench width defined above, the Contractor shall provide the additional flowable fill for backfilling at no cost to CWC as described in **Section 2. Trenching, Backfilling, and Installing Ductile Iron: Backfill.** This pay item also includes the removal, hauling and proper disposal of all excavated material.

ABANDONMENT

C067-C069) Abandonment of Mains, Gate Valve, Hydrants

Payment will be made at the unit price bid for abandonment and removal to include the cost to, remove all fire hydrants indicated, and to remove the top section of all existing valve boxes and fill in the lower section with sand. Payment will be made on a lump sum basis to abandon all indicated water main in place and plug the water main and laterals with concrete or a mechanical joint cap. Prior to placing a plug or cap on the water main or the fire hydrant lateral all water shall be drained from the main within that specific area. All fire hydrants removed shall be disposed of or delivered to the local office of Connecticut Water as directed.

C070-C074) Line Cap Installation

Payment will be made at the Contract Unit Price for each line cap installation for a complete installation in accordance with ***SD-8: Dead End and Valve Restrained Connections Details***.

SUPPORT ACTIVITIES & ASSUMPTIONS

C075-C078) Material Management

The Contractor will perform the necessary quantity takeoff, order, schedule delivery, receive, unload, and store until required for installation all materials necessary to complete the project complete and ready for use in accordance with the project plans. Materials are to be stored in such a manner as to protect any packaging and to insure the products are in good and resalable condition. Contractor shall also coordinate and schedule with the CWC material supplier to pick up any leftover material from the job. Material should be palletted in a suitable order and condition for pickup. The CWC will provide 50% payment to the Contractor prior and 50% payment at the completion of the project based on a lump sum price per project.

C079) Compaction Testing, Per CWC Requirements

Cost for compaction testing shall be considered as a pass-through cost plus 3% where required or directed by CWC.

C080-C082) Line Stop, Excavation Only

Payment will be made at the Contract Unit Price per each line stop (up to 16") pit to be excavated as required by CWC. Support will include assisting CWC representatives to be able to complete line stop. The contract unit price shall include all labor, materials (***except where materials are furnished by CWC***), excavation and native soil backfilling, tools, all incidental work required to excavate the pit for the line stop.

C083-C087) Line Stop Installation

Payment will be made at the Contract Unit Price per each for each line stop (up to 16") to be installed, complete in place, as required by CWC. The contract unit price shall include all labor, materials (***except where materials are furnished by CWC***), excavation and backfilling, tools, all incidental work required to install the line stop complete. See ***SD-8: Dead End and Valve Restrained Connections Details***.

C088-C089) Excavation of Test Holes

Payment will be made at the Contract Unit Price for excavated Test Holes as specified by CWC. The Contractor shall be responsible for test hole excavation used as part of locates. Contractor shall be responsible for obtaining required underground locates in accordance with all applicable local, state and federal regulations. Resolution of conflicts with other utilities is the responsibility of the Contractor. Contractor is responsible for any and all damages that occur due to negligence in the performance of the Services. Contractor is accountable for all locates and coordinating with others as needed to accomplish the Work. Units vary by excavation method.

C090) Erosion Control - Silt Fence

Payment will be made at the Contract Unit Price per lineal foot of silt fencing complete in place. All in accordance with the requirements of ***SD-11: Erosion and Sediment Control Details***. Unit price shall include all labor, materials, raking and grading, tools all incidental work required to install, remove and restoration of silt fencing as shown on the drawings, as specified and necessary to make a complete and satisfactory installation.

C091) Erosion Control - Straw Bales

Payment will be made at the Contract Unit Price per straw bale of complete in place. All in accordance with the requirements of ***SD-11: Erosion and Sediment Control Details***, Unit price shall include all labor, materials, raking and grading, tools all incidental work required to install, remove, and restoration of straw bales as shown on the drawings, as specified and necessary to make a complete and satisfactory installation.

C092) Erosion Control - Catch Basin Silt Barrier Detail

Payment will be made at the Contract Unit Price per catch basin silt barrier. All in accordance with the requirements of ***SD-10: Catch Basin Silt Barrier Detail***, Unit price shall include all labor, materials, raking and grading, tools all incidental work required to install, remove, and restoration of straw bales as shown on the drawings, as specified and necessary to make a complete and satisfactory installation.

C093) Dewatering / Pumping

Payment will be at the Contract Unit price as measured by the daily rate of dewatering equipment, for pumps greater than 3" when approved by CWC, including handling drainage and water removal in accordance with jurisdictional requirements, including filter bags if required. ***The daily rate shall include set-up and maintenance of the pump for an eight (8) hour shift.***

C094) Marker Posts

Payment will be made at the Contract Unit Price for each post installed in place as authorized by CWC. The unit price will include all materials **(except where materials are furnished by CWC)** and labor necessary for a complete installation.

SERVICE INSTALLATION

C095-C142) Service Install

Payment will be made at the Contract Unit Price for the size and class of pipe to be installed and method utilized, complete in place for each of the following:

For Services installed via trench, all of the above include complete installation in place including copper tubing, service trench excavation and backfill ***with native soil with sand bedding***. Where boring or pulling is permitted or preferred, the price includes installation of the pipe through the bore or through use of the existing pipe. Service installed by cable includes complete installation from corporation to curb stop and connection or re-connection of customer's line on the outlet side of a curb stop. Unit includes backfilling Service Bore pits with native soil when applicable.

Service Tie-ins include installation of corporation and connection to existing service line by length of pipe and union at a point determined by CWC.

Service Renewals include complete installation of service line from corporation to the curb stop (including a new curb stop) and connection or re-connection of customer's line on outlet side of curb stop and shall further include the removal and/or installation of the curb box.

Includes use of Tapping Saddles where required **by CWC**. Curb stops will normally at the property line.

For service installs from curb to home, a unit price is provided. Internal plumbing of the house will be evaluated on a case-by-case basis.

Polyethelene encasement for the first three feet of Service installation should be included

Copper Price Mechanism

Copper is adjusted at the beginning of each job, as necessary, and the payable items shall remain fixed throughout the course of the job based on a copper index agreed upon with HD Supply Waterworks. If the index rises or decreases more than 3%, the price is adjusted accordingly. This process is completed monthly.

All modifications to existing service connections shall be made in accordance with CWC's bonding requirements for protection from stray currents. See ***Standard Detail SD-23: Water Service Electrical Bonding Procedure***.

C143-C145) Meter Pit Installation

Payment will be made at the Contract Unit Price for each Meter Pit Assembly installed, complete in place, as necessary to make a complete and satisfactory installation.

HYDRANT INSTALL ACTIVITIES & ASSUMPTIONS

C146) Hydrant Installation

Fire Hydrant Installation: Payment will be made at the Contract Unit Price for each fire hydrant installation. The unit price shall include all costs to install any materials furnished by CWC as well as contractor furnished material. The Contract Unit Price will include excavation, backfill, materials (*except where materials are furnished by CWC*), and installing hydrant, valve, hydrant tee, and thrust/reaction blocking, crushed stone, fabric, joint restraint as required by ***SD-4: Hydrant Installation Detail*** or as necessary to make a complete and satisfactory installation. Hydrant installation includes up to 10 linear feet of lateral. Additional lateral required will be paid at a different pay item.

C147) Hydrant Lateral Installation (Greater than 10')

Payment will be made at the Contract Unit Price for each linear foot of additional hydrant lateral greater than 10'. The unit price shall include all costs to install any materials furnished by CWC as well as contractor furnished material. The Contract Unit Price will include excavation, backfill as necessary to make a complete and satisfactory installation.

C148) Hydrant Installation, Riser Extension

Payment will be made at the Contract Unit Price for each riser extension to a hydrant. The unit price shall include all costs to install any materials furnished by CWC as well as contractor furnished material. The Contract Unit Price will include excavation, backfill as necessary to make a complete and satisfactory installation.

C149) Protective Bollard

Payment will be made at the Contract Unit Price for each bollard. When authorized by CWC, Contractor shall furnish, install, and paint steel pipe bollards in location designated by CWC all in accordance with ***SD-4: Hydrant Installation Detail***.

SAW CUTTING

C150-C184) Trench Saw Cut

Payment will be made at the Contract Unit Price per linear foot of saw cut, where required or directed by CWC. Standard Trench Details includes one foot cutback for each side of trench. Measurement will be based on actual lineal feet of pavement cut within the limits of the project. This Unit price shall include saw cutting all materials and all required depths for the work. Units vary by pavement surface thickness and linear foot increments. See surface conditions below for assumptions.

SURFACE CONDITIONS

Any paving type (including concrete, asphalt and composite) at the pavement surface thickness specified.

C185-C189) Zip Cut

Payment will be made at the Contract Unit Price per trench foot of zip cut, where required or directed by CWC regardless of the number of passes. Measurement will be based on actual lineal feet of pavement cut within the limits of the project. This Unit

price shall include zip cutting all materials and all required depths for the work. Unit is limited to asphalt and up to 4" of thickness. ***Zip cut will only be allowed at the first cut of the trench. Cutbacks for restoration purposes must be completed with a saw cut unit.***

RESTORATION ACTIVITIES

C190-C195) Restoration of Sod and/or Seed

Topsoil, Mulch and Seed (minimum 6" topsoil)

Payment will be made at the Contract Unit Price per square yard topsoil and seed, complete in place (all in accordance with the requirements of ***Section II: Trenching, Backfilling, and Installing Ductile Iron: Care and Restoration of Property***). Unit price shall include all labor, materials, excavation and backfilling, tools all incidental work required to install topsoil, mulch and seed as shown on the drawings, as specified. The placement of only shredded straw atop seeded areas or hydro seeded will be permitted. The square footage allowed shall be defined as up to ten feet at the discretion of CWC. Trench width as described in ***SD-1: Water Main Installation Details***.

Sod (New and Replace)

Payment will be made at the Contract Unit Price per square yard sod, complete in place. All in accordance with the requirements of ***Section 2. Trenching, Backfilling, and Installing Ductile Iron: Care and Restoration of Property***. Unit price shall include all labor, materials, racking and grading, tools all incidental work required to install sod as shown on the drawings, as specified and necessary to make a complete and satisfactory installation. The square footage allowed shall be defined as up to ten feet at the discretion of CWC.

C196) Replace Traffic Control Loops

Payment will be made at the Contract Unit Price to replace each traffic control loop where required or directed by CWC. Traffic control loop units assume a pricing by the linear foot per loop per intersection.

PAVING

P001-P004) Temporary Paving

Payment will be made at the Contract Unit Price per square yard or ton of temporary paving, in place, where required or directed by CWC. The contract price shall include the furnishing and installation of temporary paving material in accordance with ***SD-1: Water Main Installation Details and SD-9: Pavement Details – State and Town Roads***, or as otherwise required by Federal, State or Local Authorities. The unit price shall also include the cost to remove and dispose of temporary paving and excess base material at a later date to allow for the installation of permanent pavement. The contract price for cold patch shall include winter maintenance of the trench. The volume of temporary paving allowed shall be defined as the trench width plus two feet times the appropriate length of the trench where paving is required. Trench width as described in ***SD-1: Water Main Installation Detail***.

P005-P049) Permanent Paving

Payment will be made at the Contract Unit Price per square yard of trench permanently paved as required. The contract price will include the furnishing and installation of all permanent pavement material, including joint sealer, in accordance with ***SD-1: Water Main Installation Details and SD-9: Pavement Details – State and Town Roads*** or as otherwise required by Federal, State or Local Authorities. The square footage allowed shall be defined as the trench width plus two feet times the appropriate length of the trench where paving is required. Trench width as described in ***SD-1: Water Main Installation Detail and SD-9: Pavement Details – State and Town Roads***.

Allowance for Asphalt Price Changes

Only the material cost for asphalt shall be subject to review and revision. The party seeking revising the prices must give written notice.

In order for such prices to be reviewed and revised, the base rate must have changed by more or less than 5% at the time of the request. The Connecticut Department of Transportation's Liquid Asphalt Price Index will serve as the indices and the base at the time of bidding.

Only during two specific periods of time per year starting on July 1st and October 1st. The party seeking revising the prices must give a minimum of 10 days written notice and a maximum of 21 days written notice prior to July 1st or October 1st in subsequent periods; such notice must include the proposed revised cost.

P050, P051, P053, P054) Restoration of Concrete and Paver Block Sidewalks, Driveways. Payment will be made at the Contract Unit Price per square foot for finished concrete sidewalk, concrete driveway, paver block sidewalk or paver block driveway installed. For concrete sidewalks and driveways, the unit price shall include stone bedding, wire mesh/rebar, concrete and finishing, complete in place. For paver block sidewalks and driveways, the unit price shall include compacted processed aggregate base material, edge restraints, geotextile fabric, bedding material, joint material or grout, complete in place. All work will conform to the requirements of any Municipal or State requirements that may apply. If Municipality or State requires restoration differences from CWC specifications, CWC will review and approve any modifications. This bid item includes Sidewalks and Driveways. ***See SD-9: Pavement Details – State and Town Roads, SD-25: Standard Sidewalk Detail.***

P052, P055) Restoration of Curbs

Payment will be made at the Contract Unit Price per linear foot for the type of curbing installed. The unit price shall include excavation, stone bedding, concrete, asphalt and finishing, backfilling, complete in place and conforming to the requirements and/or any municipal or state requirements that may apply. If municipality or state requires restoration differences from CWC specifications, CWC will review and approve any modifications. ***See SD-9: Pavement Details – State and Town Roads.***

P056-P059) Pavement Milling and Overlay

Payment will be made at the Contract Unit Price per square yard of milling and overlay at depth requirements per jurisdiction or specified. Materials and installation will be in accordance with ***SD-1: Water Main Installation Details and SD-9: Pavement Details –***

State and Town Roads or as otherwise required by Federal, State or Local Authorities. The square footage allowed shall be defined as the trench width plus two feet times the appropriate length of the trench or as otherwise required by Federal, State or Local Authorities where milling and overlay are required. Trench width as described in **SD-1: Water Main Installation Details and SD-9: Pavement Details – State and Town Roads**.

CRSUM - Crew Rates, Requires CWC approval

The Contract Price Unit will be used for time and material per hour to include all labor and equipment required to make the necessary services to complete a request as directed by CWC. Examples of these units may include non-production one-off support for small projects, emergency repair work, unmarked utility repair work and restoration support. The contractor shall provide on a yearly basis a rate sheet including hourly rates for labor and equipment to be used to calculate CRSUM payments.

CTSUM- Compaction Testing, per CT Water requirements – compaction testing will be paid as a pass through plus a 3% markup for administrative handling. CWC will require detailed records to audit compaction control expenses.

STSUM - Yellow/White Striping, Administration Fee - Pass Through Yellow/White striping may be paid as a pass through plus a 3% markup for administrative handling. CWC may require detailed records to audit striping expenses.

TC001-TC002 - Traffic Control, Flagger - Licensed Payment will be made at the Contract Unit Price for a licensed flagger at either an hour rate or day rate.

TCSUM Traffic Control - Administrative Fee, Officer and/or Car traffic control for any municipal or state road will be paid as a pass through plus a 3% markup for administrative handling. CWC may require detailed records to audit traffic control expenses.

EQUIPMENT & TOOLS ASSUMPTIONS

Contractor should provide the service vehicle necessary, hand and power tools, compactors, pumps. Operator labor cost will be included in the crew rate. Equipment pricing without an operator will be asked separately.

Escalators

Contractor should price specific project units for main installation, connection to existing main, materials management and service connections based on a production work environment and conditions identified within the project plans. **With CWC review and approval**, escalators will be applied to situations where Contractor's productivity is impacted based on the categories below. Escalators should only be attributed to the portion of the project where productivity was impacted and can be defined in linear feet or as a percentage of the overall project.

Example of Escalators:

- 2,000 LF of DI 8”
- 20% of the project will require Restricted Work Hours.

Calculation: Contractor will be paid 1,600 LF at the normal unit and 400 LF at the normal unit multiplied by the Restricted Work Hours percent adder.

Sub-Category	Assumption
Restricted work hours	Escalator applied for a six (6) hour work day limit for construction activity (C001-C205, P001-P075, TC001, CR001-CR003 units only)
Night work	Escalator applied to scheduled night time work hours (6:00 P.M. to 6:00 A.M.), (C001-C205, P001-P075, TC001, CR001-CR003 units only)
Weekend work	Escalator applied to scheduled weekend work where required by CWC or local authority (5:00 P.M. Friday - 6:00 A.M. Monday), (C001-C205, P001-P075, TC001, CR001-CR003 units only)
Winter work	Escalator applied if project is completed freezing conditions in January to March. (C001-C205, P001-P075, TC001, CR001-CR003 units only)

All Unit pricing for water main installation for this project is set forth below.

I (we) agree to accept payment on mutually agreed upon quantities and the unit prices listed in Attachment A. Said payment will be made on 100% of the labor performed during each billing period. All bills will be compiled and submitted through the last day of each week along with a certification that all union obligations, subcontractors and suppliers have been paid in full for all work through the date covered by the most recent payment from CWC. CWC reserves the right to require notarized lien waivers for any interim payments. A notarized final lien waiver will be required for final payment. Notwithstanding the foregoing, if a union, subcontractor or supplier makes a claim against CWC through the Contractor, CWC shall have the right to withhold or set-off funds otherwise due hereunder until the claim has been released. It is understood that the Company shall have this right whether the claim arises under this Agreement or any other agreement between it and the Contractor. It is further understood and agreed that the Contractor shall continue to perform its contractual obligations under the terms of this Agreement notwithstanding the Company's exercise of its right to withhold or set-off funds.

Water Main Price Mechanism

I (we) agree to a schedule for potential price changes to account for inflation of installation of water mains. If CWC and I (we) agree to extend agreement into subsequent years, the agreement will include a price adjustment based upon the following index:

Water Main Installation Units (C001-C205, TC001-TC003, CR001-CR003): Bureau of Labor Statistics New England Consumer Price Index→Northeast Region→ All items: Pricing will be updated annually if year over year December price increases. The above referenced Water Main Installation units will be increased or decreased commensurate with the index change up to and including 3%. If greater than 3%, both parties will mutually agree upon the appropriate increase or decrease. Service lines including copper will be adjusted less the cost of the copper.

Link: <https://www.bls.gov/regions/new-england/cpi-summary/ro1xg01a.htm>

Current Rate will be listed in your contract in Exhibit A

Copper Price Mechanism

Copper is adjusted at the beginning of each project based upon the published index provided to CWC from their current material supplier.. The pricing listed below will remain fixed for the course of the project and the contractor will be responsible for acquisition of copper materials at this price. For (Dec) 2024, assume the following cost of copper for each size per foot:- Current Rates will be listed in your contract in Exhibit A

EXAMPLE

- 3/4" copper tubing: \$4.55/ft
- 1" copper tubing: \$5.92/ft
- 1-1/4" copper tubing \$6.89/ft
- 1-1/2" copper tubing \$9.76/ft
- 2" copper tubing \$15.84/ft

I (we) agree to a schedule for potential price changes to account for short term inflation of Restoration work. Upon contractor request, the parties must mutually agree upon the appropriate increase or decrease. If work extends seasonally the agreement may include a price adjustment:

Restoration Price Mechanism

Restoration (P001-P075): Connecticut Department of Transportation Liquid Asphalt Index, pricing to be updated on April 1st, July 1st, and October 1st if price increases or decreases greater than five percent (5%) from contract date. The formula to calculate will be based on Item#0406999A Asphalt Cost Adjustment put out by the CT DOT... Formula: **HMA x [PG%/100] x [(Period Price - Base Price)] = \$ _____**

Link: <https://portal.ct.gov/DOT/Office-of-Construction/Material-Price-Adjustments> Current Rate will be listed in your contract in Exhibit A

Example:

Current Rate: \$587.50 – Dec, 2024

TAX STATEMENT

The Contractor is required to pay for backfill material, road base, bituminous concrete, topsoil and seed. The Contractor must pay sales tax on these items. Contractor should include the cost for taxes in their unit prices as appropriate. Contractor's labor is not subject to tax when the service is rendered to real property located within a public right of way, this project is in a public right of way. Our interpretation of the above statement leads us to believe that labor to install water mains is not taxable. This is not tax advice, simply our interpretation of the tax law. If you have any questions we suggest that you contact your tax consultants. There is no form for the public right of way.

Committed to Supplier Diversity

The powerful attributes of inclusion, diversity, and respect that we aspire to infuse within the Connecticut Water have powerful outcomes. We have found that they improve business performance; help to understand our customers; drive important investments in people; and support job creation and economic development.

As part of CWC's overall business strategy, we are committed to expanding mutually beneficial relationships with diverse businesses and welcome the opportunity to develop stronger relationships with businesses who share our vision as well as our standards for quality products and services.

Our Corporate Procurement is a critical aspect of our Supplier Diversity success. As part of our sourcing strategy, they are responsible for acting without prejudice regarding suppliers or products to seek and obtain the best value for each expense. Supplier selection is based on the supplier's ability to provide goods or services in accordance with our requirements, including:

- Quality products and services
- Competitive pricing
- Technological foresight
- Proactive product and service support
- Effective follow-through

CWC wishes to provide equal opportunities to diverse business owners and welcomes such participation in our procurement process. Our second-tier reporting strategy serves to enhance those efforts.

Through our second-tier reporting process, we strongly encourage our Prime Contractors to share in our business strategy of utilizing qualified diverse businesses that can add value to our end product high quality drinking water and reliable service by hiring and reporting on diverse subcontractor relationships.

CWC has provided this overview to support the awareness and execution of this business strategy.

In order for a vendor to meet our definition of diverse, we require that a company be at least 51% owned, operated, and controlled by U.S. citizens who are:

- Minority Owned
- Woman Owned
- Veteran/Disabled Veteran Owned
- LGBTQ Owned

CWC is looking forward to working with all of our Prime Contractors to execute on this important strategy.



Prime Supplier Program

DBE Subcontracting Reporting Form - Attachment 1B
Diverse Supplier Certification is NOT Required

Prime Supplier Information	
Supplier Name:	
Supplier Contact Name:	
Supplier Contact Email:	
Supplier Contact Phone:	
Project Name:	
Date:	

SUBCONTRACTOR NAME	SUBCONTRACTOR ADDRESS	Type of Diverse Supplier (Woman, Minority, Veteran, LBGT)	TOTAL SUBCONTRACTOR SPEND FOR THE QUARTER
Grand Total			\$ -

Enter Any Notes HERE



2025 Water Main Competent Person Form (Insert Job Name)

Contractor is responsible for jobsite supervision during the entire project at all times in the form of a “Site Safety Supervisor”. It is the expectation that all communication from Owner in regard to the Contractor’s adherence to this Agreement will be directed at the Site Safety Supervisor. Although Owner may observe the progress of the Work, Owner does not assume responsibility for supervision of the Contractor, Contractor’s employees or any subcontractor or supplier.

Primary: _____

Alternate: _____

List all employees with P. 6 and P. 7 licenses available for pipeline installation.

EXAMPLE CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “**Agreement**”) made and entered into by and between [_____] (the “**Contractor**”), and Connecticut Water Company, a Connecticut corporation (the “**Owner**”), is made effective as of the date of the latest signature to this Agreement. Contractor and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Owner desires to have Contractor do the work herein described to be done, and the Contractor has fully familiarized itself with this Agreement and the Agreement Documents, as defined herein, (including the Invitation to Bid, Invitation to Bid Addendums (if any), this Agreement, drawings and specifications), has inspected the site, has fully satisfied itself as to existing conditions which might in any manner affect the work under this Agreement, and desires

to do the work described to be done in accordance with the terms of this Agreement;
NOW, THEREFORE, the Parties hereto, in consideration of the foregoing and of the covenants, conditions and other considerations hereinafter set forth, agree as follows:

I. AGREEMENT

1. **WORK TO BE DONE.** The “work” to be done by Contractor in performance of this Agreement includes all acts to be performed, labor to be supplied and all materials, tools, supplies, equipment, transportation, and other facilities, and the Contractor's supervision required for the full, timely and complete performance of the construction in accordance with the terms of the Agreement (“Work”). Electricity and power generation necessary to complete the Work is included in such Work unless and to the extent the specifications may specifically provide it is to be furnished by Owner. The Work is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, and shall be known and/or referenced as “[**Descriptive Statement**] Construction Project, in [**Town**]”.

2. **CONTRACT PRICE.** Contractor agrees to perform the Work in accordance with the terms of this Agreement for the sum specified (or to be determined as provided below), and Owner agrees to pay Contractor said sum. The sum to be paid by Owner to Contractor is specified (or to be determined in accordance with the attached bid sheet), which has been accepted by Owner and which is fully incorporated herein as **Exhibit A**. Such sum is subject to being decreased or increased based upon the unit rate, change orders, change directives, and to withholdings and deductions as provided herein. It is understood that all sales, use and other taxes are included in the above sum and are to be paid by Contractor and not by Owner.

3. **COMMENCEMENT AND COMPLETION.** Contractor agrees to complete performance of the Agreement not later than [**INSERT DATE**], unless such date for completion shall have been specifically extended in writing by the Owner as provided in this Agreement. Contractor may not begin construction under this Agreement prior to its receipt from Owner of

written notice to proceed, and Contractor shall diligently prosecute performance of the Work until completion to the satisfaction of Owner.

4. **PERFORMANCE OF CONTRACT.** All Work to be done hereunder shall be done in a good, workmanlike, timely and efficient manner and in strict accordance with the drawings and specifications, so as to ensure that this Agreement and all its requirements have been fully observed, performed and completed. Notwithstanding anything herein to the contrary, Contractor shall be solely responsible for the means and methods of construction necessary to complete the Work in accordance with the plans and specifications.

5. **COMPLETION; TERM; TERMINATION.** The Work shall not be deemed final and complete unless and until the Owner has made the final inspection and confirms that the Agreement has been fully performed, and Owner has accepted the Work in writing. Owner agrees that it will promptly commence inspection upon actual receipt of written notice from Contractor that the Work has been completed and is ready for inspection. Unless terminated earlier in the manner set forth below in Section 6 or unless cancelled in the manner set forth in Section 7, and subject to its surviving provisions set forth in this Agreement, this Agreement shall terminate upon final payment made to Contractor. Notwithstanding the foregoing, nothing herein shall limit Contractor's warranty obligations.

6. **EARLY TERMINATION.** Notwithstanding anything to the contrary in Section 5, this Agreement may be terminated earlier by Owner with thirty (30) days written notice to Contractor of Owner's intention to terminate the Agreement, without cause, whereupon the Agreement shall terminate at the expiration of said period. Upon termination and payment for the Work in place, all outstanding obligations of the Owner and Contractor shall be discharged, but any right or claim by Owner and/or Contractor based on prior breach or performance shall survive termination.

7. **CANCELLATION, OWNER'S RIGHT TO DO WORK.** If Contractor shall fail to diligently prosecute any Work undertaken by it under this Agreement or shall refuse or neglect to comply with the plans, specifications or instructions given to it by Owner in connection with such Work, Owner may upon written notice to the Contractor cancel this Agreement, or cancel work on a particular project that is a part of the Work, such cancellations to be effective immediately, and Owner may in such event complete any Work then in progress at the expense of the Contractor. The Contractor shall be liable to Owner for any increase in the cost of performing the Work or finishing the project caused by the discontinuance of the engagement of the Contractor pursuant to this Section. The rights of Owner to cancel the Agreement are not exclusive but are in addition to any and all other rights and remedies the Owner has under Connecticut law. At Owner's option, Contractor's subcontracts may be taken over by Owner's order to complete the Work. This Section is not exclusive but is cumulative of the rights and remedies created under this Agreement. Because the Owner provides potable drinking water to the public and time is of the essence with this Agreement, for purposes of this Agreement, the Contractor shall be deemed to have failed to diligently prosecute any Work undertaken by it under this Agreement if the Contractor has (i) received written notice from the Owner that the Work is not in compliance with this Agreement, and (ii) thirty (30) days from the date of the notice has expired.

8. **TIME OF ESSENCE.** Time is of the essence of this Agreement and of each and every

covenant and condition thereof.

9. IDENTIFICATION OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS. The documents, drawings and specifications referred to in this Section (collectively, the “**Agreement Documents**”) and forming a part of this Agreement are incorporated by reference, made fully a part of this Agreement, and are identified in the following manner:

- a. Standard Documents:
 - i. CWC Material and Construction Specification Package
 - ii. CWC Administrative Contractor Package
- b. Project Specific Documents:
 - i. Bid Package (including any and all Addendums)
 - ii. Plans
 - iii. Specifications
 - 1. Project Requirements Document

10. **AGREEMENT.** This Agreement and the Agreement Documents, as defined and identified in Section 9, constitute the entire agreement of the Parties and supersede any other agreements or representations, oral or written, pertaining to the Work to be performed under this Agreement. This Agreement can be modified or amended only by an agreement in writing signed by both Parties. Any of the Agreement Documents may be executed in counterparts.

11. **INDEPENDENT CONTRACTOR.** Contractor is and shall be an independent contractor and shall have control over the performance of the Work and the manner in which the Work is performed, except where otherwise indicated in the Agreement. As such, Contractor shall supply all tools and materials necessary to complete the Work as contemplated by this Agreement. Notwithstanding that Contractor is solely responsible for the means and methods of Construction, Contractor shall comply with the terms of Section 14 herein.

The Contractor, its agents, employees and subcontractors shall not under any circumstances be or be deemed to be the agents, employees or servants of Owner. Owner shall not be responsible for withholding taxes with respect to Contractor’s compensation hereunder. Contractor shall have no claim against the Owner hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor agrees that Contractor is obligated to report as income all fees received by Contractor pursuant to this Agreement, and Contractor agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon.

12. **RISK MANAGEMENT.** Contractor shall be responsible for managing all jobsite risks to minimize or eliminate the liability of Owner for construction accidents. In order to

assure that all risks associated with the project are understood, Contractor has inspected the jobsite and familiarized itself with the nature of the project and the working conditions prior to submittal of the Invitation to Bid, if applicable. Contractor acknowledges that it understands the nature of the project and accepts the risks inherent in executing the Work. Contractor confirms that it resolved all questions relating to understanding the nature of the project and its performance prior to submitting its bid.

13. **JOBSITE SUPERVISION.** Contractor is responsible for jobsite supervision during the entire project at all times in the form of a “**Site Safety Supervisor**”. It is the expectation that all communication from Owner in regard to the Contractor’s adherence to this Agreement, including Section 14 below, will be directed at the Site Safety Supervisor. Although Owner may observe the progress of the Work, Owner does not assume responsibility for supervision of the Contractor, Contractor’s employees or any subcontractor or supplier.

14. **JOBSITE SAFETY.**

a. Contractor is responsible for jobsite safety during the entire project and shall employ safety practices applicable to the nature of the project according to industry standards and to Owner’s requirements as may be set forth in the Agreement Documents. Although Owner may observe the progress of the Work or require compliance with certain laws or regulations, Owner does not assume responsibility for the safety of Contractor’s employees.

b. Minimum Standards: Contractor shall comply with all federal, state, and local laws workplace safety laws and requirements, including but not limited to, OSHA regulations; and Contractor shall incorporate and follow Owner’s safety requirements that are described in the in the Agreement Documents. Notwithstanding the reference to these legal obligations and/or Owner’s safety requirements, nothing herein shall limit the Contractor’s responsibility or judgement to maintain and enforce safe working conditions, and Contractor shall be free to utilize such higher standards for safety on the {Project] as it deems necessary and/or appropriate.

c. Safety Manual: Contractor shall supply Owner with electronic copies of any and all safety manuals to be utilized by Contractor in performance of the Work contemplated by the Agreement (if not previously supplied), and shall certify that the Work shall be done in accordance therewith.

d. Owner’s Right to Inspect/Monitor for Safety: Notwithstanding that Contractor shall maintain independent control of the jobsite, and the means and methods of completing the Work, in accordance with the terms of this Agreement, Contractor acknowledges and agrees that Owner (or a third-party safety inspector retained by Owner) shall have the right to inspect and monitor the jobsite to verify that the Work is being completed in compliance with the terms of Section 14(b) herein, and otherwise in a safe manner. In accordance with this right to monitor and inspect, Owner (or a third-party safety inspector retained by Owner) shall have the ability and authority to identify noncompliance with safety requirements, unsafe practices and/or an imminent safety concern and direct the Contractor to:

- i. Stop the work;

ii. Take action to correct any such noncompliance, including setting timetables for such corrections;

iii. Establish new commercially reasonable safety protocols that Owner deems to be necessary to address the safety concerns at issue;

iv. Not use specific equipment on the jobsite based on commercially reasonable concerns that use of such equipment poses threats to persons, property or the water supply; and

v. Train its employees in any new safety protocols established hereunder and provide proof of such training to Owner.

15. **JOBSITE SECURITY.** Contractor is responsible for all jobsite security during the entire project. Although Owner may observe the progress of the Work, Owner does not assume

responsibility for the security of the jobsite. Contractor shall take appropriate measures to secure and sign the jobsite during and after normal working hours to prevent injury to employees and the general public.

16. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, executors, administrators and assigns, subject to the provisions regarding assignment of this Agreement by Contractor.

17. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Connecticut without regard to conflict of laws provisions within this Agreement. This Section shall not prevent application of the Federal Arbitration Act to any dispute that may arise under this Agreement. The provisions contained in this Section shall survive expiration or termination of this Agreement.

18. **AUDITS AND RETENTION OF RECORDS.** The Contractor, at its own expense, shall create and keep complete and accurate records of costs concerning the Work in accordance with commercially reasonable procedures. The Contractor shall include, in any sub- contract entered into for the completion of this Agreement, a similar requirement and a provision for its subcontractors to do likewise. The provisions contained in this Section shall survive expiration or termination of this Agreement.

19. **NOTICES.** All notices given by one Party to the other shall be in writing delivered pursuant to the notice contact information given below. Such notice actually delivered in person shall be deemed duly served upon delivery. If not so delivered in person, notice shall be deemed to have been duly served (i) three (3) days after mailing by United States registered or certified mail, return receipt requested; (ii) one (1) day after mailing by overnight express mail; (iii) upon transmission when sent by facsimile with confirmed receipt, and (iv) upon transmission when sent by email. If the purpose of the notice is to exercise any right, that right shall be deemed to have been duly exercised if the notice is postmarked on the last day of the period within which the right may be exercised. If the purpose of the notice is to start any period of time running or to give notice of action to be taken by the other Party, then the first day of that period of time or for taking action shall be

taken as the first business day following the date of the delivery of such notice under this Section.

Notice to Owner:

Name:	Connecticut Water Company
Attn:	Attention: David Peeling, VP of Engineering
Address:	93 W. Main Street, Clinton CT, 06413
Email:	David.Peeling@ctwater.com

With copy to:

Name:	Connecticut Water Company
Attn:	Attention: Allison Fogg
Address:	93 W. Main Street, Clinton CT, 06413
Email:	Allison.Fogg@ctwater.com

Notice to Contractor:

Name:	
Attn:	
Address:	
Phone:	
Email:	
Fed. ID #	

Either Party may change the notice contact information given above by written notice given to the other. The notice provisions contained in this Section shall survive expiration or termination of this Agreement.

20. **ATTORNEY FEES.** If the Parties hereto become involved in arbitration or litigation arising from this Agreement or the performance of it, the court or tribunal in such arbitration or litigation shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees, to the prevailing Party or Parties.

21. **NON-ASSIGNABILITY.** Contractor shall not assign or transfer this Agreement or any interest created by or conveyed through this Agreement without the express written consent of Owner and then only upon such terms and conditions as Owner may stipulate. Contractor shall not assign any moneys due or to become due to Contractor hereunder without the express written consent of Owner. Any assignment without Owner's prior written consent shall be void. Nothing in this Section contained shall be construed as prohibiting subcontracting in accordance with the provisions in this Agreement concerning such subcontracting.

22. **NON-WAIVER.** In the event that either Party waives any breach of this Agreement by the other Party, such waiver shall not constitute a waiver of any succeeding breach of the Agreement, whether of the same or any other obligation.

II. GENERAL CONDITIONS OF THE AGREEMENT

23. **OWNER'S DESIGNEE.** The term "**Owner's Designee**" in this Agreement means Owner's Vice President of Engineering or a representative designated by the Vice President of Engineering to act in Owner's place.

24. **BOND.** Contractor agrees after the execution hereof and before the commencement of the Work hereunder to furnish Owner, on projects with a base contract value of One Million Dollars (\$1,000,000 or more, a corporate surety bond or bonds written by a surety company, authorized to write surety bonds in Connecticut, to secure Contractor's faithful performance of this Agreement, and a bond to secure Contractor's payment of laborers in an amount equal to the estimated total Agreement price to be paid to Contractor hereunder. In addition, the Contractor shall obtain the necessary State of Connecticut D.O.T. Permit Bond when working within the State Highway Right-of-Way. If bonds are required by Owner, the bonds shall fulfill all of the conditions and requirements of the laws relating to mechanic's liens in the State of Connecticut so far as applicable. The Contractor shall pay full premium on any such bonds without reimbursement from Owner and shall supply said Bond to the Owner before commencement of the Work.

25. **SUPERVISION.** Contractor shall at all times give sufficient supervision to the Work, using its best skill and attention, and shall be represented at the worksite at all times during performance of the Agreement by a duly authorized officer or by a competent superintendent or other duly designated agent.

26. **PAYMENT OF BILLS.** Contractor agrees to promptly pay for all labor, material, or other service rendered and further to pay and discharge any and all claims which might be or become a lien upon the Work or any part thereof. However, should Contractor dispute the correctness or validity of any claim which might be or become such a lien, Contractor may furnish Owner a bond satisfactory to the Owner's Designee to indemnify Owner against any lien which might result therefrom. Owner may at its option require a waiver of mechanic lien rights and/or an indemnity as to mechanic liens by others at the time that progress or final payments are made.

27. **PROGRESS PAYMENTS.** Except where otherwise agreed in writing by Owner and Contractor, Owner will make monthly progress payments to Contractor if and as requested in writing by Contractor in the manner provided in this Section. No progress payment shall be made unless Owner shall have actually received from Contractor written application for a progress payment for the prior period as set forth in the Agreement Documents, which application shall include all information and data pertinent to the determination thereof as the Owner's Designee may require, including, without limitation, proof of payment of all labor, materials and equipment included in Contractor's written progress payment request. The Owner's Designee shall thereupon determine and certify to the Owner (sending a copy to the Contractor) the amount of such progress payment, and the Owner will then pay Contractor the amount of the progress payment so certified, all in accordance with the Agreement Documents.

Such certificate of the Owner's Designee is a condition precedent to Owner's obligation to make any such progress payment. The progress payment shall be determined as follows: the Owner's Designee shall determine the total value of the Work completed in the month; five (5%) percent of said sum shall then be determined (the "retainage amount"); there shall then be deducted from the balance so obtained the 5% retainage amount and the aggregate of all previous progress payments (if any) made to Contractor; further there shall be deducted any other deductions specifically provided to be made there from; and, finally, the balance remaining shall constitute the progress payment to be made. The value of the performance of any extra Work shall be included in the Owner's Designee's estimate. The Owner's Designee's estimate of the value of the Work completed for the purpose of determining the amount of any progress payment shall be considered to be only approximate, shall be used only for the purpose of making progress payments, and shall not be binding upon any subsequent estimate. Since the total compensation to be paid to the Contractor shall be determined independently of the determination of the amount of progress payments, it is specifically understood and agreed that the Owner's Designee's determination of the progress payment to be made in any calendar month shall be final and binding on both Parties and shall not be subject to arbitration or review.

28. PERMITS AND REGULATIONS. Contractor shall obtain and pay for all permits and licenses with federal, state, county and regulatory agencies on behalf of Owner and shall comply with their provisions. The Contractor will be responsible for obtaining and paying for all the necessary highway and local permits, unless otherwise obtained by Owner. Owner will determine if an Inland Wetlands permit is required and, if such a permit is required, will obtain and pay for it. Expenses incurred by Contractor for the above referenced permits and bonds will be pass through costs to CWC without markup.

29. OWNER'S DESIGNEE'S STATUS. The Owner's Designee shall have authority to suspend or stop the Work whenever necessary to ensure proper execution of the Work under this Agreement, including, without limitation, compliance with jobsite safety and security issues. The Owner's Designee shall also have authority to condemn and reject any and all Work, including materials, which in Owner's Designee's opinion do not conform to the Agreement. Owner's Designee's duly authorized representative may make inspections from time to time as Owner's Designee may determine during the progress of the Work, but Owner's Designee shall not be required to make any inspection other than the final inspection.

30. INSPECTIONS. Owner and/or Owner's Designee shall at all times have free access to the Work for the purpose of inspecting the Work. All Work done in performance of this Agreement is understood to be subject to rigid inspection. Contractor shall furnish without cost to Owner complete facilities, including any necessary labor, for the inspection of all materials and workmanship, uncovering any Work if necessary, and shall supply such test specimens as are called for in the Agreement or such samples as the Owner's Designee may from time to time reasonably require. Contractor shall also furnish to the Owner's Designee any and all information or data that Owner's Designee reasonably requests in connection with any such inspection or in order to fulfill any other duty Contractor may have under the Agreement or in any way relating to the purpose and objectives of the Agreement. Contractor shall pay for any inspections or retesting required because of Work that fails to meet the requirements of the Agreement. It is, however, specifically understood and agreed that the making of any

inspection prior to the final inspection, or the failure to object to any performance of the Agreement during the progress thereof, or the failure to reject or condemn material, shall not in any way constitute acceptance of any material or Work or constitute a waiver of the unqualified right of Owner and/or the Owner's Designee to raise such points and to insist upon strict compliance with the Agreement at the time final inspection is made for the purpose of determining whether the Agreement has been completed.

31. SUBSURFACE CONDITIONS. Owner disavows any and all knowledge of subsurface conditions, excepting only the information provided with the Agreement Documents, if any. As to the subsurface information contained in the Agreement Documents, if any, it is unknown whether the information is accurate. Owner expressly disavows the reliability and accuracy of any subsurface information provided. Provided that Contractor provides timely and reasonable notice of unanticipated subsurface conditions, Owner shall consider an equitable adjustment to the price of the Work resulting from increased costs and expenses caused by any unanticipated conditions of the subsurface that the Contractor encounters.

32. COMPLEMENTARY DOCUMENTS. The drawings and specifications are intended to be complementary so that any Work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be performed as if both mentioned in the specifications and set forth in the drawings, to the true intent and meaning of said drawings and specifications when taken together. If words used to describe materials or parts of the Work or methods of performing the Work shall, when so applied, have a well-known and recognized technical or trade meaning,

then they shall be held to have that meaning in this Agreement. Contractor shall call to the Owner's Designee's attention to any apparent errors or omissions and request instructions before proceeding with the Work. The Owner's Designee may by appropriate written instructions correct errors and may supply omissions, and such written instructions shall thereafter be deemed to be a part of the Agreement and shall be as binding upon the Parties hereto as though originally contained in it. In the event that any conflict between any provisions of the Agreement or of the specifications or of the drawings shall develop, the Owner's Designee shall determine which provision shall prevail in a commercially reasonable manner, and Owner's Designee's decision shall be final and binding upon the Parties and shall not be subject to arbitration or review. All drawings and specifications shall be the property of Owner.

33. PROTECTION OF WORK AND PROPERTY. Contractor shall continuously and adequately protect all of the Work, including materials and supplies, from loss or damage; shall protect Owner's property from loss or damage arising out of Contractor's performance of the Agreement; shall protect all adjacent property, whether private or public, from loss or damage; and shall protect all public easements and public utilities from loss or damage; and shall take such steps as to maintain them in constant operation.

34. CHANGE ORDERS AND CHANGE DIRECTIVES. Changes in the Work may be accomplished after execution of the Agreement by Change Order. Change Orders may be requested by either the Owner or the Contractor, subject to this Section. Change Orders shall be in writing using the Connecticut Water Company Construction Change Order form (provided herewith) and must be completed and submitted by the Contractor to the Owner for approval prior to the Work being performed. Under urgent conditions, for reasons of

safety, to protect property, or to expedite the Work, the Contractor may proceed with verbal authorization from the Owner's Designee, but shall complete and submit the Connecticut Water Company Construction Change Order form within three (3) business days of the change. The Connecticut Water Company Construction Change Order form shall be completed in full and signed by the Contractor's authorized representative and approved by the Owner and/or Owner's Designee. Change Orders shall be numbered sequentially, and invoices shall clearly indicate the Change Order for which charges apply. Minor changes in the Work done under this Agreement which will not affect either the schedule or the cost to the Owner may be approved verbally by the Owner and/or Owner's Designee. In the event that Owner (i) seeks a change in the Work but the parties are unable to agree on the price thereof or time extension therefor, and/or (ii) cannot agree with Contractor on the price of the change in the Work or time extension therefor, and/or (iii) and Contractor dispute whether there is a change in the Work or whether it is included in the Agreement, then Owner may issue a Change Directive that the work in question be completed by Contractor and, if the parties cannot later agree, the issue as to the additional price to be paid for such work, if any, shall be resolved in accordance with Sections 35 and/or Section 48 herein.

35. **COST ADJUSTMENTS.** If a Change Order results in a change in the cost to the Owner, the cost adjustment shall be based on one of the following three methods:

- a. Mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation;
- b. Unit Prices as stated in the Agreement Documents and agreed upon; or
- c. Compensation for Time and Material, in which case the Contractor shall estimate the cost of the Change Order.

Progress and final payments for Change Orders shall be determined in accordance with Section 27 and Section 34, with any disputes being resolved in accordance with Section 48 hereof.

Contractor shall not be paid any compensation for extra or unanticipated costs in the performance of the Work caused directly or indirectly by Contractor, or resulting from any delays, hindrances, or contingencies, unless such extra or unanticipated costs have been directly caused by Owner's failure to provide material, rights-of-way, or the site for installation, and such costs have been brought to the attention of the Owner's Designee and a Change Order submitted by the Contractor within three (3) business days after the Contractor is on notice that the occurrence in question impacts the cost to complete the Work.

36. **EXTENSION OF TIME.** The time for completion of the Work hereunder may be extended as provided in this Section, if Contractor is actually delayed by any change in the Work ordered by Owner, by instructions from Owner to perform extra Work, by any act or failure to act of Owner, or any of Owner's employees, representatives or agents, by any failure to act of any other contractor employed by Owner in or about the premises or the Work under construction or by any event of *force majeure*, such as strikes, lockouts, earthquakes, fire, unusual delays in transportation, unavoidable casualties, injunctions, orders of any public authority, or acts of God. No extension of time shall be granted or recognized hereunder unless Contractor shall present a written Change Order to Owner for an extension of time within three

(3) business days after Contractor is on notice that the occurrence in question impacts the time to complete the Work. In the case of a continuing cause of delay only one claim shall be necessary. No extension of time shall be recognized unless specifically granted in a written decision by the Owner's Designee or by the arbitrator hereunder setting forth the occasion justifying the extension and the number of calendar days extension decided upon.

37. CONTINUANCE OF BOND AND OBLIGATION OF SURETIES.

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Agreement shall be and remain valid and any bond required to be furnished hereunder and the obligation of any surety or sureties on any such bond shall be and remain valid, binding and effectual and shall not be discharged by any change, modification, or alteration made in this Agreement, by the performance of any extra Work by Contractor or by any extension or extensions of time for performance hereunder.

38. INSURANCE. Contractor and Owner agree as follows:

a. General Provisions; Certificates of Insurance. The Contractor, its subcontractors of every tier, and its suppliers shall purchase the insurance set forth below, and obtain certificates of insurance and endorsements before the Contractor or any subcontractor begins work on the project, and thereafter upon renewal or replacement of each required policy of insurance. The duty to provide insurance coverage set forth in this Section is independent of the defense and indemnity obligations set forth in Section 39 of this Agreement. The insurance provisions contained in this Section 38 shall survive the expiration or termination of this Agreement.

The Contractor shall obtain from each of its subcontractors and suppliers their certificates of insurance and endorsements and maintain said proofs of insurance at its office. ***Before the Contractor or any subcontractor begins work on the project, and thereafter upon renewal or replacement of each required policy of insurance,*** the Contractor shall provide the Company with Contractor's certificates of insurance and endorsements.

Contractor's certificates of insurance and endorsements required under this Agreement shall be sent to the following email address: procurement@ctwater.com

At the Company's request, the Contractor shall provide the Company with copies of Contractor's insurance policies and proof of insurance for each of its subcontractors and suppliers. Contractor, its subcontractors and suppliers shall maintain the required insurance for the life of this Agreement. The certificates of insurance and the insurance policies required by this Section shall be in form and substance that meets or exceeds the standards in the industry and/or that are satisfactory to the Company. The insurance policies required by this Section shall provide that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Company and such provision shall be made by endorsement if necessary. Additional certificates evidencing continuation of general liability coverage (including completed operations coverage), professional liability coverage (if required hereunder), and pollution liability coverage, shall be submitted following Completion and acceptance of the work, and thereafter upon renewal or replacement of such coverage until such time as (1) the Company notifies the Contractor that the insurance is no longer required by the Company, or two (2) years after Completion of work and final acceptance of the work by the Company. At all times during the pendency of insurance the Contractor shall furnish the Company copies of any endorsements that are issued amending coverage or limits. Failure to provide and

maintain the following insurance will constitute a material breach of this Agreement:

(i) General Liability Insurance: Contractor, its subcontractors and suppliers shall maintain commercial general liability insurance, in broad form, including coverage for completed operations; contractual liability; underground hazard, collapse hazard, and explosion; personal injury liability; and independent contractors. The policy limits shall be not less than \$1,000,000 primary coverage per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, with \$4,000,000 excess or umbrella liability coverage, except where the Company has waived in writing this requirement, in which case the excess policy limits shall be no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Contractor's commercial general liability insurance policy shall be occurrence based.

(ii) Automobile Liability Insurance: Contractor, its subcontractors and suppliers shall maintain Automobile Liability in comprehensive form, including insurance for owned, non-owned, and hired vehicles, and other licensed motor vehicles used in connection with the work under this Agreement. The policy limits shall be at least \$1,000,000 for each accident for bodily injury and property damage, with at least \$2,000,000 excess or umbrella liability coverage, except where the Company has waived in writing this requirement, in which case the excess policy limits shall be no less than \$1,000,000 for each occurrence and in the aggregate for bodily injury and property damage.

(iii) Workers' Compensation and Employers Liability Insurance: Contractor, its subcontractors and suppliers shall maintain workers' compensation insurance in statutory form, which provides for compensation payments to employees, or their dependents, for any injuries or death arising out of and in the course of employment in connection with the performance of work under this Agreement. The Contractor and all subcontractors shall furnish to the Company a certificate which shall set forth the number of the policy in effect, the name of the employer, and the expiration date of the policy. The employer's liability insurance shall have limits of not less than \$1,000,000 per accident or occurrence and in the aggregate.

(iv) Cyber Liability Insurance: During the term of this Agreement, Consultant shall purchase and maintain cyber liability insurance with limits of not less than \$1,000,000 for each claim and in the aggregate. Such policy shall have no exclusion or sublimit for notification costs or for data breaches caused by the policyholder's employees, agents, or third-party contractors.

(v) Pollution Liability Insurance: Contractor, its subcontractors and suppliers shall maintain pollution liability insurance covering unexpected or unintended releases of pollutants resulting from their operations under this Agreement, including their transportation of hazardous materials, with a limit of not less than \$1,000,000 per occurrence and in the aggregate, with coverage of an extended reporting period of two years after Completion of work and final acceptance of the work by the Company.

(vi) Materials and Equipment Damage Insurance: Contractor, its subcontractors and suppliers shall maintain materials and equipment physical damage insurance providing coverage for direct physical loss or damage to materials and equipment while performing work under this Agreement.

b. Rating; Additional Insureds; Primary, Noncontributory. Each of the foregoing policies (1) shall be issued by an insurance company with an A.M. Best rating of –A VII or higher, approved in writing by the Company, which is authorized to do and is doing business in the State of Connecticut, (2) shall name the Company and its parent company, and all of their respective officers, directors, employees, subsidiaries, and agents as additional insureds for claims caused in whole or in part by the Contractor's or its subcontractors' or its suppliers' negligent acts or omissions during the Contractor's operations or completed operations, (3) shall specify that it acts as primary insurance and that no insurance effected by the Company shall be called upon to cover a loss under the policy so procured or caused to be procured by the Contractor, (4) and shall otherwise be in a form satisfactory to the Company. Contractor's operations under this Agreement shall also include materials, parts, tools, and equipment furnished in connection with Contractor's and its subcontractors' work hereunder.

c. General Liability Endorsement. The General Liability additional insured endorsement required under this Section shall provide coverage at least as broad as ISO Additional Insured Endorsement form CG 20 10 11 85 or a similar form approved in writing by the Company and shall include completed operations coverage.

d. Waiver of Subrogation. The Contractor waives all rights of subrogation against the Company by reason of any claim arising out of or connected with the performance of work under this Agreement if covered by the general liability, automobile liability, worker's compensation, or any other insurance required by this Agreement. The Contractor shall require similar waivers by subcontractors. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.

39. INDEMNITY. Contractor and Owner agree as follows:

a. To the fullest extent permitted by law, the Contractor shall indemnify, and hold harmless, and defend the Owner and Owner's consultants (engineering, architectural, and other professional consultants), and the agents and employees of any of them from and against all injuries, claims, damages, losses, settlements, judgments and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or resulting from performance of the Contractor's work under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), but only if the claim, damage, loss or expense is caused by, connected with, arising out of or resulting from an act or omission of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. The Contractor shall not be required by this agreement to indemnify a party for that portion of any loss that is directly attributable to the negligence of the party to whom indemnification is owed, except to the extent such indemnification is permitted by law.

b. Such obligations shall not be construed to negate, abridge, or otherwise reduce

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other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

c. To the fullest extent permitted by law, the Contractor agrees to assume the defense of the Owner and Owner's consultants (engineering, architectural, and other professional consultants), and the agents and employees of any of them, in any claim, proceeding, lawsuit, and/or litigation arising out of any accident, incident, or occurrence that is caused by, connected with, arising out of, or resulting from the performance of the Contractor's work under this contract. Notwithstanding the foregoing, nothing herein shall require such action by Contractor if the Owner and Owner's consultants (engineering, architectural, and other professional consultants), and the agents and employees of any of them contributed in any way to claim in question.

d. The Contractor agrees that the obligation to defend commences when a claim is made against the Owner and/or Owner's consultants (engineering, architectural, and other professional consultants), and/or the agents and employees of any of them, even if the subcontractor disputes its obligation to indemnify and hold harmless. The party being defended shall have the right to choose its own counsel. The Contractor agrees to pay for defense of the Owner and Owner's consultants (engineering, architectural, and other professional consultants), and the agents and employees of any of them, with counsel chosen by the party to be defended by

Contractor, upon demand. Notwithstanding the foregoing, nothing herein shall require such action by Contractor if the Owner and/or Owner's consultants (engineering, architectural, and other professional consultants), and the agents and employees of any of them contributed in any way to claim in question.

e. Contractor shall incorporate Subsections (a) through (d) into its subcontracts.

40. **SUBCONTRACTOR.** The word "**subcontractor**" as used in this Agreement refers only to those having direct contracts with Contractor, including one who furnishes to Contractor for incorporation in the construction hereunder any material worked to a special design according to the plans and specifications hereof, but not including one furnishing material which is not so worked.

41. **SUBCONTRACTS.** Upon request by Owner, Contractor shall submit to Owner each and every subcontract Contractor proposes to enter into for approval, which approval shall not be unreasonably be withheld. Contractor shall not enter into any subcontract which does not meet with Owner's approval except that Contractor may execute a subcontract containing a clause that it shall not be binding upon Contractor or Owner if disapproved by Owner. Owner's approval of any such subcontract shall not, however, create any contractual relation between Owner and any such subcontractor, nor in any way relieve Contractor of its full responsibility for performance of this Agreement.

42. **WARRANTY.** Contractor warrants and guarantees all equipment, material, supplies, and Work furnished against defective construction, components, or workmanship for a period of one (1) year after completion of each project, with the time running from the date that final payment is certified by the Owner's Designee. Contractor expressly agrees to act as co- guarantor of such equipment and materials, and Contractor shall supply Owner with all

warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers. The provisions contained in this Section shall survive expiration or termination of this Agreement. Said warranty is subject to the following:

a. No warranty for materials other than manufacturer supplied warranties. Contractor shall transfer and assign to Owner all manufacturer warranties for materials, equipment, etc. used in the Work at the time of Final Payment. Contractor does not independently warrant any materials used in the Work.

b. No extended warranty for reinstallations. To the extent that any of the Work is repaired or reinstalled during the warranty period, such remedial work does not extend the warranty as set forth in this Section.

43. **SEPARATE CONTRACTS.** Owner reserves the right to enter into other contracts for Work related to the Work covered by this Agreement. Contractor shall afford other contractors reasonable opportunity for the delivery and storage of materials and performance of their Work and shall properly connect and coordinate its Work with theirs. If any part of Contractor's Work depends in any way upon the Work of any other contractor, then Contractor shall inspect and measure such Work so far as there is any interdependence and promptly report to the Owner's Designee any defects that render it unsuitable. Any failure to make such inspection and report shall constitute an acceptance by Contractor of the Work as fit and proper as a basis for its Work except as to any defects which may subsequently develop.

44. **CLEANING UP.** Contractor shall maintain the Work site in professional manner and cause same to be "cleaned up" on an ongoing basis. Upon completion of its Work or in case of any earlier termination of the Agreement, Contractor shall remove from Owner's property, and from all public and private property adjacent thereto, at its own cost and expense, all temporary structures, rubbish and waste materials resulting from its operations and shall leave the premises in a neat and clean condition without holes or pitfalls.

45. **REQUIREMENTS FOR CERTIFICATES FOR PAYMENTS.** The Owner's Designee may refuse to issue any certificate for payments to Contractor, and Owner may refuse to make any payments to Contractor, unless Contractor shall have furnished to the Owner's Designee on demand evidence satisfactory to the Owner's Designee by sworn affidavit or otherwise that all payrolls, material bills and other indebtedness connected with the Work have been fully paid by Contractor and a list of all persons and subcontractors who performed labor or bestowed skill or other services of furnished materials, appliances, transportation or power to or for or upon the Work.

46. **CORRECTION OR REMOVAL OF DEFECTIVE WORK; CORRECTION PERIOD.** If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Promptly after receipt of notice of defective or rejected Work, Contractor shall correct all defective Work, or, if the Work has been rejected by Owner, remove it from the project and replace it with Work that is not

defective. Contractor shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such correction or removal of defective or rejected Work, including but not limited to all costs of repair or replacement of work of others.

If within a one-year period after completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use is found to be defective, Contractor shall promptly, in accordance with Section 42 hereof and without cost to Owner and in accordance with Owner's written instructions:

- a. repair such defective land or areas; or
- b. correct such defective Work; or
- c. if the defective Work has been rejected by Owner, remove it from the project and replace it with Work that is not defective, and
- d. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

47. **ACCEPTANCE OF DEFECTIVE WORK.** If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

48. OWNER MAY CORRECT DEFECTIVE WORK, DEFICIENT PERFORMANCE, OR CONTRACTOR DEFAULT. If Contractor fails within a reasonable time after written notice from Owner to correct defective Work or to remove and replace rejected Work as required by Owner in accordance with Section 46, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days' written notice to

Contractor to cure such default, make demand on Contractor's surety to perform as required in the performance bond issued for the Work, utilize its own forces, or hire a supplemental or replacement contractor to correct or remedy any such deficiency. In electing to exercise any remedy allowed under Sections 46, 47 and/or 48, Owner is not required to terminate Contractor's rights of continued performance for the entirety of the Work but may eliminate such scope of work from Contractor as may be necessary to exercise its rights under this section.

In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and all tools, equipment and materials stored or maintained at the Site, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow and shall not hinder or prevent in any manner Owner, Owner's representatives, agents and employees, Owner's other contractors and/or consultants to access to the Site to enable Owner to exercise the rights and remedies under Sections 46, 47 and/or 48.

All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under Sections 46, 47 and/or 48 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under Sections 46, 47 and/or 48.

49. **FINAL PAYMENT.** Owner shall pay Contractor the entire balance of the Agreement price due to Contractor for completion of the Agreement within thirty (30) days after the date of the Owner's Designee's certificate certifying that the Agreement has been fully and properly completed and certifying the amount to be paid to Contractor as final payment (including retainage). Such certificate by the Owner's Designee shall be a condition precedent to Owner's obligation to make such payment. In no event, however, shall the final payment become due unless and until Contractor, if required by Owner, submits in a form satisfactory to Owner, an **"Unconditional Waiver and Release Upon Final Payment."**

a. It is specifically understood, however, that if any person refuses to furnish an Unconditional Waiver and Release Upon Final Payment, then Contractor may supply instead a bond with good and sufficient sureties satisfactory to the Owner's Designee to indemnify Owner against any such claim by lien or otherwise. Should any claim remain unsatisfied or should any lien be filed after payment to Contractor, Contractor shall reimburse and indemnify Owner pursuant to Section 39 of this Agreement.

b. **The making and acceptance of the final payment shall constitute a waiver of all claims by Contractor against Owner** (except any claims previously made pursuant to Sections 42 and/or 46. The terms of this Section shall be subject to Owner's retainage obligations in compliance with Connecticut law.

50. RECORD DRAWINGS AND OPERATIONS AND MAINTENANCE MANUALS. Prior to acceptance of the Work and prior to its final payment, Contractor shall provide accurate record drawings of the Work, as built, to Owner in an electronic format acceptable to Owner as specified in its standards and specifications, together with any and all operations and maintenance manuals for the Work (or components thereof).

51. DETERMINATION OF CLAIMS. If any dispute should exist between the Parties or if either Party should have any claim against the other Party arising out of this Agreement, the interpretation of the Agreement, the application of the Agreement, the performance of the Agreement, or any other matter in connection with the Agreement, such dispute or claim shall be presented to the Owner's Designee for resolution. Within a commercially reasonable time thereafter, the Owner's Designee shall make its decision in writing and furnish a signed copy thereof to each Party. Such decision shall be final and binding upon both Parties, unless within ten (10) days after being given written notice of such decision one of the Parties gives written

notice to the other Party that such Party has rejected such decision. Such rejection shall constitute an election to have the dispute or claim decided by negotiation/mediation and/or arbitration as provided in this Agreement.

a. **MEDIATION.** If any dispute between the Parties is not resolved pursuant to Section 48, the Parties shall attempt to resolve the dispute by mediation, as provided within this Section, within fifteen (15) business days of identification of the mediator, and Contractor shall continue to advance the Work during the pendency of the mediation. Such mediation may take place with a private mediator identified by the parties, or through the American Arbitration Association in accordance with its then current procedures for commercial mediation, and the parties agree to take such action as is necessary to expeditiously identify the mediator and complete the mediation. If the dispute is not resolved through mediation, Contractor agrees to continue the Work diligently to completion and will neither rescind this Agreement nor stop the progress of the Work, but will submit such dispute to the alternative conflict resolution procedure outlined in Section 51(b) of this Agreement, after such Work has been completed.

b. **BINDING ARBITRATION.** *Any controversy among the parties to this Agreement arising from or relating to the performance of the Work, or interpretation of this Agreement, or any subcontract or sub- subcontract is subject to arbitration. The Owner, the Contractor, and all subcontractors, sub- subcontractors, suppliers, sureties, and other parties involved with the Work are bound, each to the other, by this arbitration clause, provided that the party has signed this Agreement or any document that refers to or incorporates this Agreement by reference, or signs any other agreement to be bound by this arbitration clause. The Contractor shall cause any and all subcontractors, suppliers, sureties and other parties involved in the work to be so bound.*

On the demand of the arbitrator or any party to an arbitration initiated under the arbitration provisions of this Agreement, the Owner, the Contractor, and any subcontractor, sub-subcontractor, supplier, surety, or other party bound by this arbitration provision agrees to join in,

Rev 1-24-25

become a party to, and be bound by such arbitration.

Arbitration shall be conducted before a single arbitrator under the Construction Industry Rules of the American Arbitration Association that are in effect at the time of the arbitration, and judgment may be entered on the award. The parties agree to cooperate so as to identify the arbitrator and schedule and complete the arbitration expeditiously and in a commercially reasonable manner. The arbitration may be conducted privately or under the auspices of the American Arbitration Association as agreed to by the parties, or if the parties cannot agree, either party may pursue arbitration under the auspices of the American Arbitration Association

If any party refuses or neglects to appear at or participate in arbitration after reasonable notice, the arbitrator may decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate. The arbitrator may award any remedy that is just and equitable in the arbitrator's opinion. The arbitrator shall award to the prevailing party or parties such sums as are proper to compensate for the time, expense, and trouble of arbitration, including arbitration fees and attorney and expert witness fees. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with Connecticut law. The arbitrator will retain jurisdiction of a controversy even if a party or parties to the dispute will not or cannot be joined in the arbitration proceedings. Contractor shall incorporate this arbitration provision into its subcontracts, and shall require its subcontractors to incorporate this provision into each and any sub-subcontracts.

The Contractor shall not in any event suspend or slow up prosecution of the Work because of the pendency of a dispute, claim or arbitration proceeding without first obtaining the written consent of the Owner to do so and then the Work shall be suspended or slowed up only until the arbitrator shall have had an opportunity to determine as a first and separate question submitted to him or her whether or not the Work would be continued pending final decision. The Contractor shall abide by the arbitrator's decision in continuing prosecution of the work.

The provisions contained in this Section 51(b) shall survive expiration or termination of this Agreement.

52. **VCC**. The Company is firmly committed to ethical business practices, and expects its vendors to share that commitment. Vendor shall carefully review SJW Group's Vendor Code of Conduct and Human Rights Policy (collectively, the "VCC") linked herein: <https://www.sjwgroup.com/investor-relations/corporate-charters-policies>. Vendor will conduct its business with the Company in a manner that is consistent with the VCC and ensure the same from its employees, independent contractors, subcontractors, suppliers, and any other party it has engaged, that will be involved in the provision of products or services to Company.

Signature Page Follows:

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date of the latest signature to this Agreement.

Signature:
Printed Name:
Title:
Company:
Date:

Signature:
Printed Name:
Title:
Company:
Date:

Exhibits:

- 1. **Exhibit A** – Description of the Work and Pricing



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

INVITATION TO BID

The Town of Prospect is soliciting competitive bids from qualified, responsible firms for the construction of a water main extension to serve Coachlight Circle (“the Project”).

The bids solicited are for unit prices for identified pay items, as well as General Conditions expenses, permits and bond costs. Quantity estimates for each pay item are provided. The pay items were identified, and the estimates made by the Connecticut Water Company, the entity that will maintain the extension along with the currently existing water main and use it to sell its water to Town residents connecting to it. At some point in the future, the Connecticut Water Company will own the extension as well as the currently existing water main.

Because of this connection to the Project, the Owner-Contractor Agreement will require that the Contractor perform its Work in accordance with pertinent sections of the Connecticut Water Company’s Guidelines, Attachment E. Those Guidelines are also the source of the identified pay items comprising the Project and appear on the Proposal Sheet each bidder is to complete. Those Guidelines are an Attachment to and part of that Agreement where the Agreement designates them as applicable. The Owner-proposed Agreement, along with its Connecticut Water Company Guideline Attachment, are included in this bid package. Bidders are also advised that since the Project will require excavation and re-installation of roadway, those aspects of the Project must satisfy the requirements the Town of Prospect restoration requirements.

Copies of the Bid Package, including the pertinent Drawings, Specifications, the proposed Owner-Contractor Agreement and the Connecticut Water Company Guideline Attachment, may be obtained at the Mayor’s office or electronically from the Town’s website at www.townofprospect.gov or at the Connecticut Department of Administrative Service’s website.

The Town reserves the right to reject any and all bids and to waive any informality, defect or irregularity if it deems it in its best interest to do so. The Town of Prospect is “An Affirmative Action/Equal Opportunity Employer. Minority/Women’s Business Enterprises are encouraged to apply.”

INSTRUCTIONS TO BIDDERS

1. The Project is funded by a Community Grant from the federal Environmental Protection Agency (“EPA”). Therefore, the contract to be awarded will require that the Contractor comply with the requirements of the EPA’s DBE (disadvantaged business enterprises) program. Those requirements are set forth in 40 CFR Part 33. The contract will also mandate that the Contractor comply with:
 - a. The Federal Davis Bacon Act which requires that it pay its laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location; (b) the Build American, Buy America Act (“BABA”), which states that: “[N] one of the funds made available for a Federal Financial Assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States;” and (3) the AIS provision (American Iron and Steel) of P.L. 113-76, Consolidated Appropriations Act, 2014, that also requires the use of iron and steel products produced in the United States.”
2. Each bidder must visit the site before bidding and become familiar with the Project area and its existing conditions. Each bidder must also become familiar before bidding with the Drawings, Specifications, estimated quantities of work required, and the requirements the Town's proposed Owner-Contractor Agreement imposes, including those imposed by the Connecticut Water Company Guidelines.
3. All bids must be submitted in duplicate on the Proposal Form in this Bid Package. That Form identifies each pay item, assigns a number to each, calls for the unit measure applicable to each, and asks for the unit price bid on each item. Bidders must provide on

the Bid Form all the information the Form seeks and must do so legibly. Each bid must be signed by a person authorized to bind the bidder. Bids must be submitted in a sealed envelope marked "Bid — Coachlight Circle Water Main Extension Phase 1."

4. The bid must be accompanied by a Bid Bond in the amount of ten percent (10%) of the Total Bid. "Total Bid" means the total dollar amount arrived at by multiplying the unit prices for each pay item by the applicable estimated quantity for that item and adding the products of each such multiplication to arrive at a total and then adding the amount bid for general conditions. The surety issuing the bond must be licensed to do business in Connecticut. The bond itself must be signed by a duly authorized surety company official, the corporate seal must be affixed over that person's signature, and the bond must comply with all requirements the law imposes to create a valid bond instrument. The Bid Bond must be submitted in the sealed envelope that contains the bid.
5. There is a Non-Collusion Affidavit and a Bidder Qualification Statement in this bid package. Bidders must execute the Affidavit, complete the Bidder Qualification Statement and submit those documents with the bid and Bid Bond in the same sealed envelope.
6. Bids received after the time and date established for receiving bids will be rejected.
7. Each bidder, by signing and submitting a bid, represents that it has visited the site, become familiar with the area and its existing conditions and fully appreciates the effect those conditions could have on its performance of the Project work, including the cost of that performance.
8. Each bidder, by signing and submitting a bid, represents that it has reviewed and understands the Connecticut Water Company Guidelines.

9. Bidders acknowledge that the Town is subject to the state's Freedom of Information Act and that that Act may require the Town to disclose any information contained in or submitted by the Bidder in connection with its bid. Each Bidder, by submitting a bid, hereby waives whatever rights it had or might have had to pursue claims against the Town regarding the propriety of a Freedom of Information Act disclosure of information they provided.
10. Bidders shall promptly notify The Town of Prospect in writing of any ambiguity, inconsistency or error in the Drawings or Specifications they discover when examining those documents to prepare their bid.
11. Bidders seeking clarification or interpretation of the Drawings, Specifications or any document in the bid package must do so by written request to The Town of Prospect no later than **September 18, 2026 at 1:00 p.m.**
12. All interpretations, clarifications, corrections and changes made as a result of a bidder request and all responses to bidder questions, will be made by written Addenda issued no later than forty-eight hours (48) before bids are due, circulated to all firms that expressed an interest in bidding and posted on the Town's website. Bidders are advised to check for Addenda before submitting their bid. Bidders are solely responsible for doing what is necessary to determine whether Addendum have been issued.
13. Each bidder acknowledges that the quantities provided for unit price bidding are just estimates and that while those estimates were made in good faith and are believed to be reasonable, the actual quantities encountered, involved or needed may vary from the estimates. By submitting a bid, the bidder agrees that it is accepting, and will bear, the risk that the actual quantities encountered, involved or needed will be greater than the

estimated quantities and thus is waiving whatever rights it might have to assert so-called “variation in quantity” claims.

14. Each bidder along with its bid may submit written exceptions to portions of the proposed Owner-Contractor Agreement, other than those contained in the attached Connecticut Water Company Guidelines. Bidders are advised that in the selection process, among the factors the Town will consider is whether the bidder submitted exceptions and if so, what those exceptions are. If the Town selects a bidder submitting exceptions, it will negotiate those exceptions with the bidder. Otherwise, the Owner-Contractor Agreement is non-negotiable. The Agreement will be as it appears in this bid package. In any event, an award will be conditioned on the bidder's execution of the Owner-Contractor Agreement, be it negotiated or not.
15. All timely received bids will be opened publicly at 12:15 p.m. on September 30, 2026 at the Prospect Town Garage, 221 Chesire Rd, Propsect, Connecticut 06712.
16. The award will be made to the bidder who is responsible and qualified and submits the lowest responsive bid. The determination of whose bid is lowest will be based on the previously defined Total Bid. Notwithstanding the foregoing, the Town reserves the right to reject any or all bids, including the bid submitted by the apparent low bidder.
17. In determining whether a bidder is responsible, the Town will consider all relevant factors; including, but not limited, to the ability and capacity of the bidder to perform the work, the bidder's character, integrity, reputation and experience, the Town's experience with the bidder on projects the bidder previously performed for the Town, whether the bidder's financial resources are sufficient to satisfy the Projects' insurance and bond

requirements, and whether the bidder has submitted exceptions to the proposed Owner-Contractor Agreement, and if so what those exceptions happen to be.

18. Each bidder shall honor its bid price for ninety (90) days following the bid opening.

19. The Town will deliver a notice of award letter to the bidder it selects.

20. The award shall be conditioned on the execution of the Owner-Contractor Agreement within two weeks of the issuance of the notice letter. Again, the Agreement contained in this bid package is only negotiable if the selected bidder submitted exceptions along with its bid and if it did, those negotiations are limited to the items the exceptions specifically addressed.

21. Bidders are reminded that the successful bidder will be required, among other things, to furnish original performance and payment bonds for this Project, each in the amount of their Total Bid, and to do so within five (5) business days of the receipt of the notice of award letter. These bonds must comply with all the requirements set forth in paragraph 3 above.

BID FORM

Item No.	* Catalog ID #	Quantity	Brief Description of Item, Fill out Unit Bid Price in Words	Unit of Measure	Unit Bid In Figures	Amount in figures
1	C005.1	2090	Installation of 8" DIP Water Main including standard trenching (refer to construction specifications) The Sum of \$	LF	\$ _____	\$ _____
2	C027.1	1	Connection to Existing Mains (up to 12") The Sum of \$	LS		\$ _____
3	C096.1	578	Installation of 1" Copper Service Line including standard trenching (From the Water Main to the Home foundation) The Sum of \$	LF	\$ _____	\$ _____
4	C075	1	Mobilization and Material Management The Sum of \$	LS	\$ _____	\$ _____
5	C019	2	Disinfection & De-Chlorination of Water Main The Sum of \$	EA	\$ _____	\$ _____
6	C021	20	Thrust Restraint, Blocks & Wedges The Sum of \$	EA	\$ _____	\$ _____
7	C035	4	Install 8" Gate Valve The Sum of \$	EA	\$ _____	\$ _____
8	C042	1	Tapping Sleeve, with Valve, to 10" Stainless Steel The Sum of \$	EA	\$ _____	\$ _____
9	C050	2	Install 2" Blow off Assembly The Sum of \$	EA	\$ _____	\$ _____
10	C051	250	Trenching, Excavation of Rock by use of Bucket The Sum of \$	CY	\$ _____	\$ _____
11	C052	100	Trenching, Excavation of Rock via Mechanical means like Ramming and Jacking The Sum of \$	CY	\$ _____	\$ _____

12	C055	100	Trenching, Excavation, Additional Width Adder, Soil, includes shoring The Sum of \$	CY	\$	\$
13	C056	500	Replacement Backfill, Bank run gravel for unsuitable soils (<i>refer to specs</i>) The Sum of \$	CY	\$	\$
14	C132	936	Service Install Curb to Home, via Trench, Copper, Soil 1" The Sum of \$	LF	\$	\$
15	C143	17	Meter Pit Install The Sum of \$	EA	\$	\$
16	C146	2	New Hydrant Installation (up to 10') The Sum of \$	EA	\$	\$
17	C147	4	Hydrant Lateral Install (Greater than 10') The Sum of \$	LF	\$	\$
18	C158	8400	Saw Cut asphalt surface up to 4" thick The Sum of \$	LF	\$	\$
19	C191	400	Restoration of grassed areas (fine grading, spread topsoil and seeding) The Sum of \$	SY	\$	\$
20	P002	1200	Temporary Paving, 2" thick, Hot Patch The Sum of \$	SY	\$	\$
21	P005	400	Pavement Base, Town Roads The Sum of \$	CY	\$	\$
22	P011	1200	Binder Coarse, Asphalt, Town Roads to 2" The Sum of \$	SY	\$	\$
23	P018	1700	PermPave, Asphalt Wearing Surface, Town Roads to 2" The Sum of \$	SY	\$	\$
24	P055	75	Asphalt, Curbing The Sum of \$	LF	\$	\$

25	P058	3000	Pavement Milling & Overlay, 2" thick (refer to project plans)	SY	\$	\$
			The Sum of \$			

26	TC001	600	Traffic Control, Flagger, Licensed	HR	\$	\$
			The Sum of \$			

TOTAL BASE BID: Total sum of items above

\$

(use figures)

(Use Words)

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices shall govern in determining the TOTAL BASE BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work. Quantities are not guaranteed. Payment will be based on actual quantities constructed.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person.

The units of measurement are:

LF	Linear foot
SY	Square Yard
EA	Each
LM	Lump Sum
DY	Day
CY	Cubic Yard

* Refer to the construction specifications for detailed descriptions of the bid items

BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NON-COLLUSION AFFIDAVIT

This entire document should be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.

If the subject bid is being submitted by a joint venture, a separate Non-Collusion Affidavit must be submitted by each of the Joint Ventures.

TOWN OF PROSPECT COACHLIGHT CIRCLE WATER MAIN EXTENSION PROJECT PHASE 1

The undersigned, being duly sworn, states that(a) she/he is authorized to make this affidavit on behalf of the bidder, and (b) the bidder has not 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 the subject bid. I understand that false statements made herein may be subject to criminal prosecution.

Name of Bidder (i.e. Person or Organization)

Signature and Title of Official

Typed/Printed Name of Official

Subscribed and sworn to before me this ____ day of _____, 2026

Notary Public/Commissioner of the Superior Court

My Commission Expires _____

QUALIFICATIONS OF BIDDER

1. List at least three projects performed over the last Five years for installations of 6" or larger diameter D.I.P. water main extensions, replacements, or relocations (water services do not qualify).

1.1 Project Name: _____ Address: _____

Town: _____
Pipe Diameter: _____ Length: _____ Date of Completion: _____

Name of water utility company for which project was completed, and contact information for at least **two** project managers, supervisors, and/or managers from the utility company.

Utility

Company: _____

Name: _____

Number/E-mail: _____

Name: _____

Number/E-mail: _____

Project owner's name and contact information if work was not performed directly for a water utility company.

Name: _____

Number/E-mail: _____

1.2 Project Name: _____ Address: _____

Town: _____
Pipe Diameter: _____ Length: _____ Date of Completion: _____

Name of water utility company for which project was completed, and contact information for at least **two** project managers, supervisors, and/or managers from the utility company.

Utility

Company: _____

Name: _____

Number/E-mail: _____

Name: _____

Number/E-mail: _____

Project owner's name and contact information if work was not performed directly for a water utility company.

Name: _____

Number/E-mail: _____

1.3 Project Name: _____ Address: _____

Town: _____
Pipe Diameter: _____ Length: _____ Date of Completion: _____

Name of water utility company for which project was completed, and contact information for at least **two** project managers, supervisors, and/or managers from the utility company.

Utility

Company: _____

Name: _____

Number/E-mail: _____

Name: _____

Number/E-mail: _____

Project owner's name and contact information if work was not performed directly for a water utility

company.

Name: _____

Number/E-mail: _____

2. **Attach at least three reference letters from water utilities for whom you've worked within the past two years.**

3. **List of names and license #'s of people employed by your organization suitably State licensed for the installation of water man (ie:P1, P6 or P7).**

Name: _____

License Number: _____

Name: _____

License Number: _____

Name: _____

License Number: _____

Note: In accordance with Chapter 393 of the Connecticut General Statutes Volume 7, Sec. 2-330 contractors involved with the installation, repair, replacement, alteration or maintenance of all water system for human consumption are required to be licensed by the State of Connecticut for such work. Contractor representatives are to be on site while the installation or replacement work is occurring and must Possess a P1 or P7 license, OR Possess a P6 license or be in the apprenticeship program to obtain a P6 license working under the direction of a P1 or P7 license of the contractor. Apprenticeship participation must be documented by the contractor for the CWC file. The contractor representative who possesses the P1 or P7 license must be employed by the contractor for the duration of the project. They are required to provide verification that they are supervising the P6 holder.

4. **Provide a separate equipment list indicating the size and/or capacity of the various pieces of equipment available to you for the installation of water main or the work intended, plus a price list of your hourly & equipment rates.**

5. **Provide a copy of your Company's Health and Safety Plan (HASP) and EMR rating.**

6. **Has your organization been the subject of any of the following actions in the past five years by a government agency, private company or other entity?**

Yes ☐ No ☐

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

- a. been suspended, debarred, disqualified, or otherwise been declared ineligible to bid
- b. been prevented or barred from bidding for any reason
- c. been denied a contract despite being the low bidder for any other reason
- d. had liquidated damages assessed against it upon completion of a contract defaulted on any
- e. contract
- f. had a contract terminated
- g. been the subject of an OSHA investigation or received a fine

In the past five years has your organization or any current or past key people or affiliate firms been a party to any lawsuits related to public or private construction?

Yes ☐ No ☐

If "Yes", indicate below whether your organization, key people, or key firms were plaintiffs or defendants.

☐	☐
--------------------------	--------------------------

Explanation:

Has your organization ever failed to complete any work that it has been awarded?

Yes
N
o

If "Yes", indicate below whether your organization, key people, or key firms were plaintiffs or defendants.

--	--

Explanation:

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: Town of Prospect Coachlight Circle Water Main Extension Phase I

In response to your Bid submitted on _____, for the above-described work, you are hereby notified that your Bid has been accepted for the unit prices quoted.

You are required by the Information for Bidders to execute the Agreement for this project and furnish the required Contractors Performance Bond, Payment Bond, Certificates of Insurance and Work Schedule within ten (10) business days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and other documents within ten (10) business days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2026.

TOWN OF PROSPECT

By _____

Robert J. Chatfield

Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this _____ day of _____, 2026.

By _____

(Please Print)

Title _____

NOTICE TO PROCEED

NOTICE TO PROCEED DATE: _____

TO:

(Contractor)

PROJECT:

COACHLIGHT CIRCLE WATER MAIN EXTENSION PROJECT PHASE 1

You are hereby notified to commence work for the project in accordance with the Agreement dated _____, 2026, on or before _____ 2026, and you are to substantially complete the Work as indicated in said Agreement.

TOWN OF PROSPECT

(Owner)

By: _____

Robert J. Chatfield
Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this _____ day of _____, 2026.

By: _____

Title: _____

CHANGE ORDER

Contract Name: Coachlight Circle Water Main Extension Phase I

Date: _____

Owner: Town of Prospect, 36 Center St, Prospect, CT 06712

Contractor: _____

CHANGE ORDER

Contract Price \$

Previous Adjustment \$

Previous Adjusted \$
Contract Price

Increase \$

Decrease \$ _____

Adjusted Contract Price \$

Description of Work:

Requested By: _____
Initials Signature

Approved By: _____
Initials Signature

Approved By: _____
Initials Signature

OWNER CONTRACTOR AGREEMENT

AGREEMENT made as of _____, 2026 by and between the Town of Prospect Connecticut acting by Robert Chatfield, its duly authorized Mayor (“the Owner” or “the Town”) and _____ whose address is _____ (“the Contractor”) for the construction of a water main extension project that will serve Coachlight Circle in the Town (“the Project”).

In consideration of the payments the Owner is agreeing to make and the other promises the Owner is agreeing to perform, the Contractor agrees to commence and fully execute the Work of the Project using its best skill and attention in accordance with the Plans and Specifications the Connecticut Water Company has prepared and the other documents identified in this Agreement as Contract Documents, and to do so within the Contract Time, for the unit prices and general conditions expenses it bid, with all the Project Work completed to the Owner’s satisfaction.

ARTICLE 1 — THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the documents in the Bid Package, including the Invitation to Bid and Instructions to Bidders, the Conditions of this Agreement (General, Supplementary and other conditions), the Contractor’s Bid Proposal, the Drawings/Plans, Specifications, Addenda (whether issued before or after this Agreement) and Modifications issued after this Agreement is executed. They also include the Connecticut Water Company’s Specifications attached as Exhibit A, certain of which are applicable here. The Agreement represents the entire and integrated agreement between the parties relative to the subject matter addressed and supersedes all prior negotiations, representations or agreements, be they written or oral. It may be altered only by a Modification (meaning a written amendment signed by both parties, a Change Order, or a written order for a minor change in the Work).

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. Any work that is reasonably inferable from the Drawings or Specifications to produce the intended result shall be furnished. In the event of conflicts or discrepancies amongst the Contract Documents, the provision that is more beneficial to the Owner or provides the Owner with a greater quantity or higher quality shall take precedence.

ARTICLE 2 — DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Time is of the essence with this Project. The Contractor shall commence the Work of the Project on the date the Owner establishes in a written notice to proceed delivered to the Contractor (“the Commencement Date”). The Contract Time shall be measured from the Commencement Date. Subject to adjustments in the Contract Time as provided in the Contract

Documents, the Contractor shall achieve Substantial Completion no later than 180 calendar days from the Commencement Date.

Substantial Completion occurs when the Owner agrees with the Contractor that the Work of the Project is sufficiently complete in accordance with the Contract Documents so it can be used for its intended purpose.

The Contractor acknowledges that the Contract Time is a reasonable time for the achievement of Substantial Completion. If the Contractor fails to achieve Substantial Completion by the promised date, it shall pay the Owner \$500.00 per day in liquidated damages for each day Substantial Completion is delayed. The Contractor agrees that this amount is reasonable and not a penalty and that even though the Owner's actual damages are difficult to calculate, the amount fairly approximates the amount of actual damages the Owner would suffer if the Contractor fails to achieve Substantial Completion by the promised date.

ARTICLE 3 — SCHEDULE

No later than five calendar days after this Agreement is executed, the Contractor shall submit for the Owner's approval a proposed Schedule that provides for the orderly, sequential, expeditious and practicable execution of the Work and the achievement of Substantial Completion by the contractually established date. The Schedule must also provide the starting and completion dates of the various portions of the Work and further provide for all submissions the Contract Documents require. The Contractor shall make any changes to its proposed Schedule the Owner reasonably requires to obtain its approval. The Owner-approved Schedule shall be the operative Project Schedule. The Contractor shall provide timely updates to the Schedule should the approved Project Schedule not accurately reflect ongoing progress. Updated Schedules shall not be deemed a waiver of any rights the Owner may have to assert delay claims against the Contractor.

ARTICLE 4 — THE CONTRACT SUM

The Contract Sum is based on unit prices for identified items. The original Contract Sum, or what the bid package refers to as the Total Bid, is the sum of all products produced by multiplying the unit price by the estimated quantity for each pay item. The final Contract Sum will be based on the unit prices bid multiplied by the actual quantities the Contractor has handled for each pay item. The Contractor waives whatever rights it might have to additional compensation over and above actual quantity times unit price via a variation in quantity-type claim or otherwise.

The Contract Sum shall also include the Contractor's General Conditions expense, including bond and permit costs, as identified in the Contractor's Bid Proposal.

ARTICLE 5 — PROGRESS PAYMENTS

On the first of the month, the Contractor shall submit an Application for Payment to the Owner based on the Work completed the previous month. The Application shall list each pay item, the total estimated quantity of each item, the quantity of each item completed the previous month and the percentage of the total the completed work represents. It shall also state the total General Conditions expense for that month. Based on the percentage completed, the Application shall state the dollar amount claimed for each item and the total amount claimed for all items including General Conditions. The Contractor may treat as billable material and equipment for an item that was delivered and suitably stored at the site the previous month. If it chooses to do this, it must provide with the Application supporting data sufficient to satisfy the Owner that the material and equipment was in fact delivered and suitably stored at the site as claimed. The Application must be signed by the Contractor before a notary public. The Owner shall withhold 5% of the amount due on each Application as retainage. The Owner shall hold the retainage until the Work of the Project is completed and for a year thereafter.

Along with its Application, the Contractor must submit an unconditional lien waiver in which it waives its lien rights concerning payments the Owner previously made and a conditional lien waiver waiving lien rights as to the payment sought once that payment is made. The provision of these lien waivers is a condition precedent to the Owner's obligation to make payment on a Pay Application.

By submitting an Application for Payment, the Contractor represents that the amount it is seeking is due and earned, that it has brought the Work to the percent complete asserted and in compliance with the Project Schedule, that it has used all monies the Owner previously paid it to discharge its Project-related financial obligations and that it will use the payment it receives on this Application to discharge Project-related financial obligations.

In addition to the retainage, the Owner may withhold amounts for which the Contractor has applied if it determines in good faith that the Contractor has overstated its percent completion, that the Work it completed is not to the Owner's satisfaction and/or to protect itself against defective work not remedied, third party claims against it for which the Contractor is responsible, failure to pay subcontractors or suppliers and repeated failures to carry out the Work in accordance with the Contract Documents. When the ground of any withholding is eliminated, the Contractor shall seek and be entitled to receive the amount withheld with its next Pay Application.

Within twenty-one (21) days of receiving an Application, the Owner shall advise the Contractor in writing of its intent to withhold (other than the allowable retainage) and the reasons therefor. Within thirty days of receiving an Application, the Owner shall pay the amount sought less any allowable withholding.

This Article 5 supersedes Article 24 "Application for Progress Payments" of the Connecticut Water Company Guidelines. Article 5 shall be the applicable provision here regarding Progress Payments, not Article 24 of the referenced Guidelines.

ARTICLE 6 — FINAL COMPLETION AND FINAL PAYMENT

Once the Contractor has achieved Substantial Completion, the Owner and Contractor shall prepare a punch list of items to be completed and corrected in order to reach Final Completion and satisfy the requirements for Final Payment. The Contractor shall proceed promptly to complete the punch list items.

The Contractor shall apply for its Final Payment constituting the entire unpaid balance of its Contract Sum (less the 5% retainage the Owner is entitled to withhold for a year) when it has completed the punch list items and the Work has thus been completed in accordance with the Contract Documents. By submitting an Application for Final Payment, the Contractor represents that the Work is complete in accordance with the Contract Documents, that the Work will be to the Owner's satisfaction, that it has used all the monies the Owner previously paid it to discharge its Project-related obligations and will also use the amount paid on this Application to discharge Project-related obligations.

Within twenty-one (21) days of receiving the Application for Final Payment, the Owner shall advise the Contractor if it agrees that the representations it is making are accurate and if not, why not. If the Owner has determined that the representations are accurate, it shall make the Final Payment sought no later than thirty days after receiving the Application. If it has determined that one or more of the representations is inaccurate, the Owner shall make the Final Payment sought within thirty days of its determination that the Owner has cured all deficiencies.

Notwithstanding the foregoing, Final Payment shall not be due until the Contractor has submitted its own final lien waiver, as well as final lien or bond claim waivers from its subcontractors and suppliers, along with its Affidavit of Payment of Debts and Claims (AIA Form G706) and Affidavit of Release of Liens (AIA Form G706), a certificate evidencing that insurance contractually required to remain in force after Final Payment is currently in force and a statement that it will remain in force as the Contract Documents require, consent of surety to final payment (using AIA Form G707) and delivery to the Owner of all required manufacturer warranties. Satisfaction of these submission requirements shall be a condition precedent to the Owner's obligation to make Final Payment.

As per Article 25(a) of the Connecticut Water Company Guidelines, the Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Its approval of Final Payment (or any Progress Payment), its making of any payments to the Contractor, its use or occupancy of the Project or any of the

Project's parts, its acceptance of the Work or any part thereof shall not be deemed or treated as an acceptance of Work that fails to conform to the Contract Documents.

Acceptance of Final Payment shall be a waiver by the Contractor of all claims except for those previously made in writing and identified by the Contractor as unsettled at the time of its Final Payment Application.

ARTICLE 7 — SUBCONTRACTORS

The Contractor will not subcontract any part of the Work unless the Owner approves the specific Subcontractors the Contractor proposes to use. No later than five business days after the Agreement is executed, the Contractor shall furnish the Owner with written information sufficient to enable it to make an informed judgment regarding the proposed Subcontractors' qualifications. Within seven days of receiving this information, the Owner shall notify the Contractor of any objection to the proposed Subcontractor or Subcontractors. If the Owner objects to a Subcontractor, the Contractor shall promptly propose another for the Owner's approval. The Owner shall not unreasonably withhold its approval.

The Owner may reasonably require the Contractor to change any Subcontractor previously approved.

The Contractor shall specifically bind each Subcontractor to all applicable terms of the Contract Documents and require it to assume to the Contractor all the obligations and responsibilities the Contractor assumes to the Owner under the Contract Documents.

Nothing in this Agreement shall create any contractual relationship between a Subcontractor and the Owner or an obligation on the Owner's part to pay or to see to the payment of any monies due a Subcontractor.

In the event the Owner terminates the Contractor for cause pursuant to this Agreement, the Contractor shall be deemed to have assigned to the Owner all the Subcontracts the Owner wishes to accept. The Owner will notify the Owner of the Subcontracts it wishes to accept.

The Contractor agrees to pay its Subcontractors no later than thirty days after it receives payment from the Owner on account of the Subcontractors' work.

ARTICLE 8 — WAGE RATES

The Project is a prevailing wage project. The Contractor shall comply with all applicable requirements of Connecticut's prevailing wage laws. Among other things, that means that the wages paid on an hourly basis to any mechanic, laborer or workmen on the work contracted

herein 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 §31-53 of the 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 of Prospect. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his or her wages the amount of payment or contribution for his classification on each pay day.

The Contractor is required to submit to the Town on a monthly basis certified payroll records that contain, among other items, its signed statement (a) that the records are correct, (b) that it satisfied the prevailing wage law's requirements, and (c) that it understands the penalties for knowingly filing false payroll records. The Contractor will impose this same certified payroll responsibility on its Subcontractors relative to the Subcontractor's employees. The Contractor is invited to seek further guidance at <http://www.ctdol.state.ct.us/wqwkstnd/prevailwaqe.htm>.

The Project is also subject to the very similar requirements the Federal Davis Bacon Act and its prevailing wage provisions impose. To the extent the Davis-Bacon requirements are different than the state prevailing wage requirements, the provision that imposes the greater burden on the Contractor shall prevail.

ARTICLE 9 - PATENT FEES AND ROYALTIES

The Contractor shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent or copyright rights held by others. The Contractor shall indemnify, defend and hold harmless the Town, its employees, officials and consultants from and against all claims, damages, losses and expenses, including attorneys' fees arising out of any infringement of those rights during or after completion of the Project.

ARTICLE 10 — PERMITS, LAWS, REGULATIONS

The Contractor shall secure and pay for all construction permits and licenses. It shall also give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work.

ARTICLE 11- SUBSURFACE OR OTHERWISE CONCEALED CONDITIONS

Subsurface information contained in the Contract Documents has been developed from the best available records. Nonetheless, the Owner does not guarantee and in fact, disclaims the accuracy of that information. The Contractor acknowledges that by contracting to construct this

Project, it is knowingly and voluntarily accepting the risk that it will encounter and be obligated to deal with subsurface or otherwise concealed physical conditions, including those that differ from those indicated in the Contract Documents or that differ from those ordinarily found to exist and generally recognized as inherent in the construction activities this Project entails and that it will have no right to any equitable adjustment or extra payment on account of those conditions and the need to deal with them. The Contractor acknowledges that it has provided for this risk in the prices it bid.

ARTICLE 12- SHOP DRAWINGS AND SUBMITTALS.

After checking and verifying all field measurements, the Contractor will submit to the Owner in accordance with the operative Schedule, five copies of all Shop Drawings the Contract Documents require. The data shown on the shop drawings shall be complete as to dimensions, design criteria and the like. The Owner shall engage an Engineer to review and advise it concerning the approval of those Shop Drawings. Likewise, the Contractor shall submit to the Owner five copies of all samples and product data the Contract Documents require to be submitted. The Owner's Engineer shall also review and advise the Owner concerning the approval of those samples and product data submissions. The Owner shall cause the Engineer to perform this review and advice function with reasonable promptness. Once the Owner receives the Engineer's advice, it shall act promptly to accept or reject the submission. If it rejects the submission, it shall promptly notify the Contractor providing a written explanation for the rejection and directing the Contractor to correct the submittal and resubmit it for approval. No Work requiring a Shop Drawing, sample submission or product data submission shall begin until the Owner has approved the submission.

ARTICLE 13 — ROCK REMOVAL

If the Contract Documents call for blasting, before any blasting occurs, the Contractor shall convene and attend a blasting meeting with the Owner. The purpose of the meeting will be to determine whether blasting may be permitted and if so, the methods to be used and the protective measures to be implemented to ensure the utmost safety. The Contractor must obtain a blasting permit from the Town of Prospect's Fire Marshal before blasting. Overnight storage of explosives is not permitted in the Town.

ARTICLE 14 — UNCOVERING AND CORRECTION OF THE WORK

The Contractor shall promptly correct Work failing to conform to the Contract Documents or otherwise rejected by the Owner. If the non-conformity or rejection occurs before Final Completion, the Contractor shall correct the Work before Final Completion is achieved and

Final Payment is otherwise due. If the non-conformity is discovered after Final Completion, the Contractor shall correct the Work in accordance with the Warranty obligation this Agreement imposes on it. Nothing contained herein shall be construed as establishing a period of limitations for the Owner to assert breach of contract claims against the Contractor for defective work regardless of when the defective work was discovered. The Contractor acknowledges that the right to assert breach of contract claims is separate from its right to assert Warranty claims.

If any Work has been covered contrary to the Owner's request or instruction, it must, if the Owner requests, be uncovered so the Work may be observed and/or tested, and then it must be replaced by the Contractor at its expense. If any Work has been covered which the Owner had not asked to observe before it was covered, or if the Owner considers it necessary or advisable to uncover work for observation and/or testing, the Contractor, when requested by the Owner, shall uncover, expose or otherwise make the pertinent portion of the Work available for inspection and/or testing. If the inspection or testing demonstrates that the uncovered Work was defective, the Contractor will be responsible for all the costs of uncovering, inspecting, testing and of satisfactorily reconstructing, including any additional professional service charges the Owner reasonably incurs and an appropriate Change Order shall be issued deducting all those costs from the Contract Sum.

ARTICLE 15 — CHANGES IN THE WORK

The Owner, without invalidating this Agreement, may order additions, deletions or revisions to the Work. The order is to be effectuated by Change Order. A Change Order is a written instrument issued by the Owner and signed by both parties identifying the change in the Work, the agreed upon price or method of pricing and any agreed upon time extension. If the subject Work is covered by the unit prices this Agreement establishes, the Change Order price shall be established by applying those prices to the quantities involved. If unit prices do not apply, the parties may establish the Change Order price by agreeing on a lump sum or if they choose not to use, or are unable to agree on, a lump sum, the basis of payment will be cost plus 10% for overhead and profit. Upon the execution of the Change Order, the Contractor shall proceed with the Work involved; all Change Order Work being performed pursuant to the applicable provisions of the Contract Documents.

Notwithstanding the foregoing, the Owner may authorize by a written Field Order minor changes in the Work not involving extra cost or additional time. If the Contractor believes that a minor change entitles it to additional compensation or additional time, it must still perform the changed work but can make a claim therefor as provided in this Agreement. The Contractor expressly agrees to prosecute the Work diligently during the pendency of any dispute.

The Contractor shall not perform any extra or additional or changed Work without a signed Change Order or a Field Order from the Owner (in the case of a minor change) and hereby waives any right it may have to claim extra or additional compensation or additional time for that Work if it performed that Work without the required form of written authorization.

Situations may arise where the Contractor believes that certain Work it regards as necessary is not in its contractual scope and that the performance of that Work would therefore entitle it to extra/additional compensation. If that situation arises, the Contractor before commencing the subject Work, shall deliver a written Change Order Proposal to the Owner, identifying the Work involved, explaining why it believes the Work is outside its scope and proposing a price or a method of pricing for the Work along with a proposal for a time extension if it believes that performance of the subject Work will require a Contract Time increase. If the Owner accepts the Proposal, it shall signify its acceptance on the Proposal, and the Proposal will then become a Change Order. If the Owner rejects the Proposal because it believes the subject Work is in the Contractor's scope, or if it rejects the Proposal because it does not agree with the terms the Contractor has proposed or to which the Contractor is willing to agree, the Contractor shall nevertheless perform the Work and may make a claim for additional compensation and/or additional time as provided in this Agreement.

The Contractor shall add all Change Orders to its Pay Applications, assigning them a pay item number and seeking payment for them on a percentage completion basis.

ARTICLE 16 — EXTENSIONS OF THE CONTRACT TIME/NO DAMAGES FOR DELAY CLAUSE

The Owner may extend the Contract Time (and thus the Substantial Completion date) at the Contractor's request, the request to be in the form of a written Change Order Proposal. The Change Order Proposal must be delivered to the Owner within ten days of the event giving rise to the request. If the Contractor fails to comply with this time limit, it will be deemed to have waived whatever right to a time extension it may otherwise have had. Subject to compliance with this time limit, the Contractor shall be entitled to a time extension for time lost due to delays caused by events beyond its control, with the extension being equal in time to the time lost on account of those delays. The Contractor shall not be entitled to a time extension for delays caused in whole or in part by its own acts or omissions. If the Change Order Proposal is timely and the Owner agrees that the Contractor is entitled to a time extension, it shall sign the Change Order Proposal which will then become a Change Order. The Contract Time may only be changed by a Change Order.

Notwithstanding anything to the contrary in the Contract Document, an extension of time pursuant to this Article shall be the Contractor's sole remedy for any delay it experiences in the commencement, prosecution or completion of the Work, any hindrance or obstruction in the

performance of the Work, any loss of productivity or other similar claims (collectively "Delays") whether or not those Delays are foreseeable, contemplated or un contemplated unless a Delay is caused by acts of the Owner constituting affirmative active interference in bad faith with the Contractor's performance of the Work, and even then, only to the extent those acts continue after the Contractor notifies the Owner that such interference is occurring. In no event shall the Contractor be entitled to compensation or the recovery of money damages in connection with any Delay, including without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, shall not be construed or regarded as affirmative active interference in bad faith on the Owner's part regardless of the extent and frequency with which Owner exercises those rights or remedies.

ARTICLE 17 — WARRANTY

The Contractor warrants that all materials and equipment it furnished under this Agreement will be and are new and of good quality and that the Work it performed under this Agreement will be of good quality, free of any flaws or defects and conforming to the requirements of the Contract Documents. All materials, equipment and Work that fails to meet this warranty standard shall be considered defective and not to the Owner's satisfaction. The Owner shall give the Contractor prompt written notice of all defects once they are discovered and a reasonable time to cure or correct them. The Contractor shall be obligated so to cure and correct at its expense and without cost to the Owner. The Contractors' failure so to cure or correct will be a breach of warranty and the defect a breach of contract. The applicable statute of limitations shall furnish the time limits for these claims.

ARTICLE 18 — INDEMNIFICATION

To the fullest extent the law allows, the Contractor shall indemnify, defend and hold harmless the Owner, its agents, employees and consultants, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any 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), including the loss of use resulting therefrom and is caused in whole or in part by the Contractor's negligent act or omission, or those of any of its Subcontractors or anyone else for whose acts or omissions the Contractor may be liable. This promise of indemnity exists even if the claim, damage, loss or expense was caused in part by the Owner or any other party indemnified under this Article.

The indemnity obligation this Article imposes shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit Acts or other employee benefit acts.

ARTICLE 19 — OWNER’S RIGHT TO STOP OR SUSPEND THE WORK

If the Work is defective, or the Contractor fails to supply a sufficient number of properly skilled workers or proper materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or suppliers, or if the Contractor repeatedly violates applicable laws, or if the Contractor is otherwise guilty of a substantial breach of this Agreement, the Owner may, in addition and without prejudice to any other remedy it has, order the Contractor to stop the Work, or any portion of the Work, until the cause for the order has been eliminated to the Owner’s satisfaction.

The Owner may, without cause and for its convenience, suspend the Work or any portion of the Work, for not more than ninety consecutive calendar days by written notice to the Contractor. The notice shall fix the date when Work will resume. The Contractor shall resume the Work on the date so fixed. Notwithstanding anything to the contrary in this Agreement, the Contractor will be entitled to a Change Order increasing the Contract Price for all costs directly attributable to the suspension and extending the Contract Time for the number of days Work was suspended.

ARTICLE 20 — OWNER’S RIGHT TO TERMINATE

The Owner may terminate this Agreement for cause. “Cause” shall mean:

- The failure to supply a sufficient number of properly skilled workers or proper materials;
- The failure to pay a Subcontractor or supplier when the payment is due;
- The violation of applicable, laws, statutes, ordinances, codes and regulations or lawful orders of a public authority with jurisdiction over the Project or the Work;
or
- The commission of any other substantial breach of this Agreement.

To effect the termination, the Owner shall provide written notice to the Contractor (and its surety) identifying the cause and advising that the termination will become effective seven calendar days from its receipt of the notice unless within those seven days the Contractor has cured the condition/eliminated the cause.

If the termination becomes effective, the Owner may exclude the Contractor from the site and take possession of all the materials, equipment and tools the Contractor has there, accept assignments of all its Subcontracts and finish the Work by whatever means it deems expedient. (This is subject to the surety's rights.)

Once the Owner terminates the Agreement for cause, the Contractor shall not be entitled to receive any further payments until the Work is completed. When the Work is completed, if the unpaid balance of the Contract Price exceeds the cost of completion, including the cost to correct any defective work and the cost of any professional services the termination made necessary or at least prudent to incur, and any other damages (collectively "the Cost to Complete"), the Contractor shall not be entitled to any further payments and shall promptly pay the amount of the excess to the Contractor upon demand. Only if the unpaid contract balance is greater than the Cost to Complete, could the Contractor be entitled to a further payment. The further payment to which it would be entitled is the amount by which the unpaid contract balance exceeds the Cost to Complete, less that portion of the contract balance representing Work the Contractor did not perform and thus never earned.

If the Contractor challenges the termination for cause and the final and binding decision under the Dispute Provision is that cause was lacking, the termination for cause shall be converted to and deemed a termination for convenience.

The Owner may terminate this Agreement for its convenience (and thus without cause) at any time. To terminate for convenience, the Owner must deliver written notice of the termination to the Contractor. The notice shall contain the effective date of the termination. Once the Contractor receives this notice, it shall cease operations by the effective date, take all actions necessary, or as the Owner may direct, to preserve and protect the Work and remove itself from the site. If the Contractor is terminated for the Owner's convenience, it shall be entitled to be paid pursuant to the prices set forth in the Contract for all Work properly performed to the Owner's satisfaction to the date of the termination plus its demonstrated costs of demobilizing. The Contractor shall not be entitled to compensation for loss of the profits it anticipated in connection with the Work the termination prevented it from performing.

ARTICLE 21 — INSURANCE and BOND PROVISIONS

The Contractor shall purchase and maintain the insurance described in this Article. It shall purchase the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in Connecticut.

1. Commercial General Liability Insurance.

The Contractor shall provide Commercial Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 in the aggregate and include coverage for bodily injury, death and property damage. The policy shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury, advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. Commercial Auto Liability Insurance

The Contractor shall provide Commercial Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 in the aggregate and shall include coverage for all owned, hired and non-owned vehicles.

3. Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in the amounts required by the state of Connecticut and Employer's Liability Insurance as follows:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 policy limit and \$500,000 each employee.

4. Umbrella Liability Insurance

The Contractor shall provide Commercial Umbrella Liability Insurance with a combined single limit of \$1,000,000 per occurrence, \$3,000,000 aggregate and include coverage for bodily injury and property damage.

Each policy shall reflect the Contractor's waiver of subrogation in this Agreement (in the Connecticut Water Company Guidelines) by including such a waiver in favor of the Owner. Each policy shall also provide for no less than thirty days-notice to the Owner of cancellation or change in conditions or coverage amounts.

The Commercial General Liability, Commercial Automobile Liability and Umbrella Liability policies shall name the Owner as an Additional Insured.

The Contractor shall provide Certificates of the required insurance to the Owner before starting Work. At the Owner's request, the Contractor shall provide copies of the policies themselves. The State of Connecticut shall be named as an Additional Insured.

The Contractor shall provide Labor and Material Payment and Performance Bonds with penal amounts equal to its Total Bid.

ARTICLE 22 — CLAIMS AND DISPUTES

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, the payment of money, a change in the Contract Time or other relief with respect to the terms of this Agreement. A Claim also includes other disputes and matters in question between the parties arising out of relating to this Agreement. All Claims arising out of or related to this Agreement, whether in contract, tort, breach of warranty or otherwise, shall be commenced by notice from the claiming party to the other party. All Claims must be initiated — notice of the Claim must be issued — within twenty-one days of the event giving rise to it or within twenty-one days after the claimant first recognizes the condition giving rise to it, whichever is later. Failure to satisfy this time limit shall be deemed a waiver of the Claim. Notwithstanding the foregoing, this section does not require the Owner to assert a Claim to impose liquidated damages in accordance with the Contract Documents.

Except as otherwise agreed to in writing, the assertion of a Claim shall not relieve the Contractor of its responsibility to perform the Work. Its duty to perform shall continue during the pendency of the Claim.

The Contractor waives Claims against the Owner for consequential damages, including those for principal office expenses, including the compensation for personnel stationed there, for losses of financing, business, and business opportunities.

The parties shall first endeavor to resolve Claims by mediation in Hartford County in Connecticut. Unless they agree otherwise, the mediation shall be administered by the American Arbitration Association per its Construction Industry Mediation Procedures then in effect. The Claiming party shall initiate the mediation process within sixty days of issuing the notice of Claim.

If the mediation fails to resolve the Claim and the Claimant wishes still wishes to pursue it, it shall proceed to the final step in the Dispute Resolution process which will be litigation in the Connecticut Superior Court for the Judicial District of Hartford (and if an appeal is taken, in the Connecticut appellate courts).

ARTICLE 23 — ENUMERATION OF DRAWINGS AND SPECIFICATIONS.

The following are the Drawings and Specifications included in the Contract Documents

Drawings:

Coachlight Circle, Cobblestone Court, & Fieldstone Drive Prospect, CT by Connecticut Water

ARTICLE 24 — COMPLIANCE WITH LAWS

The Contractor shall keep itself fully informed and comply with all applicable federal, state, and local laws, ordinances, rules and regulations and orders of those bodies with jurisdiction over the Project and/or its Work. Attachment C to this Agreement is a list of certain of the laws with which the Contractor must comply.

Moreover, because the Project is partially state funded, the Contractor must comply with so-called CHRO Requirements regarding non-discrimination, affirmative action and set asides. More specifically, and whether or not they are listed on Attachment A, these CHRO Requirements include compliance with sections 4a-60, 4-60a, 4a-60g, 46a-68b, 46a-68c, 46a-68d, 46a-68e and 46a-68f of the Connecticut General Statutes and sections 46a-68j-21-43 of the Regulations of Connecticut State Agencies. They also include the set-aside requirements referenced in section 1 of the Instructions to Bidders (25% for Subcontractors holding current SBE certification from the Connecticut Department of Administrative Services [DAS] and 6.25% for subcontractors holding Minority, Women or Disabled-Owned Business certification from the DAS). And they further include filing with the CHRO (Commission on Human Rights and Opportunities) an Affirmative Action Plan or Set Aside Plan within 30 days of the date of the notice of intent to award, which plan must be approved by the CHRO before the award of the construction contract. In addition, bidders must be prequalified by the DAS pursuant to section 4b-91 of the General Statutes. Prequalification is a prerequisite for selecting the lowest responsible and qualified bidder.

In addition to the foregoing, the Contractor shall carry out the applicable requirements of 40 CFR Part 33 concerning the Federal Environmental Protection Agency's DBE (disadvantaged business enterprise) program. The Contractor's failure to carry out these requirements will be considered a material breach of this Contract which may result in termination or the invocation of other legally available remedies, including without limitation, attorneys' fees.

The Contractor shall also comply with Build America, Buy America Act ("BABA"), which requires that all of the iron, steel, manufactured products, and construction materials it uses in the Project be produced domestically, in the United States, Compliance with the similar requirements of the AIS (American Iron and Steel) provisions of Federal P.L. 113- 76, Consolidated Appropriations Act, 2014 is also mandatory. The Contractor represents and warrants that it has reviewed and understands the requirements these laws impose, including the obligation to provide information necessary to assure that it is complying/has complied with those requirements. To this end, the Contractor shall provide the Owner on demand with written certifications from each handler (supplier, fabricator, manufacturer, processor of the iron and steel products incorporated into the Project) in which the handler certifies that their step in the process was domestically performed. A failure to comply with these statutory and contractual requirements shall be considered a material breach of the Contract which may result in

termination or the invocation of other legally available remedies, including without limitation, attorney's fees.

ARTICLE 25 — NOTICES TO CONTRACTORS

Attachment D to this Agreement is a group of seven (7) Notices to Contractor. They include notices regarding Existing Utilities, Permits, Contractor Training for the 10-Hour OSHA Construction Safety and Health Course, Vehicle Emissions, Protection of Existing Facilities, Safeguarding of Residences and Pedestrians, Project Sign Requirement. The obligations of the Contractor that these Notices identify and describe are deemed to be Contractor obligations under this Agreement.

OWNER, TOWN OF PROSPECT

By: Robert J. Chatfield, Mayor

Date:

CONTRACTOR, _____

By _____

Its _____

Date:

TECHNICAL REQUIREMENTS

General Notes:

1. For tapping Sleeve locations, Contractor to excavate & locate existing main, prepare existing main for sleeve, install sleeve & valve, provide shoring during tapping operation and backfill. CWC will tap existing mains up to 12". Coordinate with CWC 1 week in advance for tapping operations.
2. For tie-in's requiring shutdowns coordinate 1-week minimum in advance with CWC. CWC will notify customers and shut valves.
3. Where the depth of new main or services is less than 4' of cover, with permission from CWC, Contractor will install ridged insulation during backfilling. (See detail SD-1 for reference)
4. Where noted on the Drawings and prior to making the connections to existing water mains, CWC will perform the installation of line stops or insertion valves at their discretion. The Contractor shall locate, excavate and prepare the existing main. The Contractor shall provide shoring during the operation and backfill the excavation upon completion. Project Coordinator will coordinate with CWC 1-week minimum in advance for these operations.
5. Water mains to be deflected under all storm drains unless otherwise noted on the drawings or directed by a CWC representative. Minimum vertical clearance of 18" to be maintained between storm drains and water mains. The Contractor is responsible for proper compaction around and under existing drainage facilities, which may include removal and resetting of existing drainage to proper grade.
6. During filling, chlorinating, pressure testing, & bacteria testing, flushing, De-chlorinating Contractor to provide traffic protection for CWC personnel. CWC will fill & bacteria test lines. Contractor will pressure test with CWC witness. Coordinate a minimum two (2) business days in advance.
7. Chlorination & De-chlorination ports will be added pursuant to the requirement and will be paid under item # C019
8. Proper shoring protection will be installed in all excavations prior to entry. No one will be permitted outside of the protected area. This will be noted as a safety violation. Immediate action will be taken.
9. Hours of work – Contractor must coordinate with the Town of Prospect to identify working hours for area of work
10. Contractor will secure any bonds or permits required by the Town.
11. All pipe, fittings & connections must be sanitized prior to being placed into service.
12. All new pipe installed must be secured with a watertight seal at all times to prevent contamination from ground water condition, existing main failure or other debris.
13. This project will require a minimum of one flag person while working in the roadway.
14. Service card as-builts are to be submitted to the Project Coordinator the same week as intended billing.