

**Town Hall
Underground Storage Tank Removal
NAUGATUCK, CONNECTICUT**

Contract No. 20-29

CONTRACT DOCUMENTS

**PREPARED BY THE
BOROUGH OF NAUGATUCK
CONNECTICUT**

August 28, 2020



BOROUGH OF NAUGATUCK
INVITATION TO BID

Borough of Naugatuck

Contract No. 20-29

Town Hall Underground Storage Tank Removal

Sealed bids will be received and opened at the Borough of Naugatuck, Town Hall, Purchasing Office, 229 Church Street, Naugatuck, CT 06770, on **Monday September 14, 2020, at 11:00 A.M.**, at which time and place all bids will be publicly opened via ZOOM due to COVID -19 and read aloud. Please follow link below at scheduled bid opening.

Join Zoom Meeting

<https://zoom.us/j/92874080261?pwd=TEYvUWJRR1p5NkZUU2M3bjNjYlp1UT09>

Meeting ID: 928 7408 0261

Passcode: 736528

One tap mobile

+19292056099,,92874080261# US (New York) 13017158592,,92874080261# US

+(Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 928 7408 0261

Find your local number: <https://zoom.us/u/actI0gLLjc>

The Contract Documents may be examined at the Office of the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770.

Contract Documents can be obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All firms obtaining Contract Documents and wishing to be sent any addendums shall submit contact information by e-mail to jscully@naugatuck-ct.gov. All bidders must check the Naugatuck web site no more than three days prior to the bid opening to check for addendums.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

“An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.”

SPECIFICATIONS

STANDARD SPECIFICATIONS

The material and construction methods for the work specified in this contract shall conform with the applicable provisions of the State of Connecticut, Department of Transportation specifications entitled “*STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION*”, Form 817, 2016, as revised by the Supplemental Specifications including all Supplements (otherwise referred to collectively as “ConnDOT form 817”) unless modified by the Special Provisions contained herein. “ConnDOT form 817” is hereby made part of this contract. Form 817 may be Down loaded from the Connecticut Department of Transportation Web Site.

All references to Commissioner, Department, Engineer, and State anywhere within the Form 817 shall be interpreted to mean the Borough of Naugatuck or a duly authorized agent of the Borough. Any questions or ambiguity regarding any definitions shall be brought to the immediate attention of the Borough.

INDEX TO CONTRACT DOCUMENTS

SECTION

A	Information for Bidders
B	Proposal
C	References/Qualifications
D	Bid Bond / Surety Guarantee Form
E	Contract and Agreement / Certificate as to Corporate Principal
F	Specifications
G	Site information

SECTION A
INFORMATION FOR BIDDERS
Borough of Naugatuck
Contract No. 20-29
Town Hall Underground Storage Tank Removal

1. Proposals Received

Sealed Bids for **Contract No. 20-29, Town Hall Underground Storage Tank Removal** will be received and opened at the Borough of Naugatuck, Town Hall, Purchasing Office, 229 Church Street, Naugatuck, CT 06770, on **Monday September 14, 2020, at 11:00 A.M.**, at which time and place all bids will be publicly opened via ZOOM due to COVID -19 and read aloud. Please follow link below at scheduled bid opening.

Join Zoom Meeting

<https://zoom.us/j/92874080261?pwd=TEYvUWJRR1p5NkZUU2M3bjNjYlp1UT09>

Meeting ID: 928 7408 0261

Passcode: 736528

One tap mobile

+19292056099,,92874080261# US (New York) 13017158592,,92874080261# US
(Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 928 7408 0261

Find your local number: <https://zoom.us/u/actI0gLLjc>

2. Location and Description of Work

These specifications will provide a basis for the furnishing of all materials, equipment, labor, transportation, testing and other goods and services necessary to install complete the removal of the 4000 Gallon double wall steel underground #2 heating oil tank located at the Naugatuck Town Hall 229 Church Street, Naugatuck Ct,

3. None

4. Specifications

Copies of the Specifications may be seen and obtained at the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770. The construction contract for the **Contract No. 20-29 Town Hall Underground storage tank removal**, will be entered into by the successful bidder and the Borough of Naugatuck. The State of

Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 817 along with supplemental specifications contained herein will detail the general requirements for materials, methods of installation, measurement and basis of payment to be required in this project. Any references to the State of Connecticut, the Department, the commissioner, Engineer, or other terms indicating the State of Connecticut and her agents as party to the contract shall for this project mean the Borough of Naugatuck and her designated agents or employees.

Where insurance is required to be carried in the name of the State of Connecticut and the State of Connecticut is to be held harmless, this shall be done in the name of the Borough of Naugatuck and the Borough of Naugatuck shall be held harmless.

All requirements for material testing, certificates of the compliance, or material certifications shall be done as if this were a contract being entered into with the State of Connecticut.

It is the intent of this contract to maintain all standard requirements of Form 817 without attempting to redefine every term within the 817 to the "Borough of Naugatuck".

The bidder shall, therefore, be aware that the Borough of Naugatuck and her agents shall inspect and administrate this contract, make contract interpretations, determine the acceptability of the work and approve requests for payments. The Contractor shall be responsible for the requirements stated in Form 817 and in the construction drawings.

5. Addenda and Interpretations

No interpretations of the meaning of the Specifications, or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing, addressed to Mr. James Stewart, P.E., Borough of Naugatuck, Department of Public Works Office, 246 Rubber Ave. Naugatuck, CT 06770. To be given consideration, such requests must be received at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be placed on the town web site not later than Three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

6. Familiarity of the Work

Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project.

The Contractor agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on his part of this Contract, or

because of any failure on his part to fully acquaint himself with all conditions relating to the work.

7. None

8. Estimate of Work

For bidding purposes, the work has been subdivided into unit price items. The quantities shown below are to be considered as approximate only. The Inspector does not expressly or by implication agree that the actual quantity(ies) will correspond therewith, but reserves the right to increase or decrease the amount of any Item or portion of the work as may be deemed necessary.

9. Qualification of Bidders

A Bidder shall be a contractor who is experienced in the construction of the projects of this type. The Proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner and within the time specified, all the work covered by the Plans and Specifications. This proof shall be fully recorded on the pages titled "References", which shall become part of the Proposal.

10. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same, or different, names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class or work contemplated.

11. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Office, Borough of Naugatuck, City Hall, 229 Church Street, Naugatuck, CT 06770.

12. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

13. Proposal Guarantee

No proposal will be considered unless accompanied by a certified check in U.S. dollars, or bid bond using an insurance company licensed to do business in the State of Connecticut in an amount equal to at least Five percent (5%) of the amount of the bid and payable to the order of the Borough of Naugatuck, said check or bid bond to be returned to the Bidder unless forfeited as hereinafter stipulated. Such checks or bid bonds will be returned to all bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful Bidder.

14. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Mayor. Upon such notice, the Proposal will be handed to him unopened.

15. Execution of Contract

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Mayor, Borough of Naugatuck, with the sureties offered by him, or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect to do so, the Owner may, at its opinion, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

16. Bonds

Performance and Payment bonds are not required for this contract.

17. None.

18. Responsibility of the Contractor

Attention is hereby particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen in the work, or any part thereof, during its progress and also whereby the Contractor shall make good any defects for faults that may occur within one (1) year after date of final estimate. He shall indemnify and save harmless the Owner and Engineer from any damages or costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

19. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the

bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

D. With respect to the project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

E. Railroad's Protective Liability Insurance: When the contract involves work on, over or under the right of way of any railroad company, the Bidder shall, with respect to the project operations it performs and also those performed for it by subcontractors, carry Railroad Protective Liability Insurance for and on behalf of the railroad company. The insurance shall provide coverage for each accident and occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$6,000,000 for all damages during the policy period.

F. Blasting: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs b, d and e above shall also contain provisions for protection, in the amounts state, against damage claims due to such use of explosives.

G. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No

such change shall be made without prior written approval of the appropriate Official.

H. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

I. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

20. Care and Protection of Property

The Contractor shall take particular care to avoid damages to all private property and to private improvements within the Boroughs' right of way. He shall make good any damages to the satisfaction of the Inspector. There shall be no additional compensation for the repair or restoration of private property, or private improvements. within the Boroughs' right of way.

21. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

22. Compliance with Federal and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

23. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Owner.

24. None.

25. Contractor's Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

26. None

27. Power of Attorney

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

28. Right to Reject

The Owner reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Owner

29. Prevailing Wage Rates:

A. Prevailing wage rates do not apply in this contract

Contract No. 20-29
Town Hall Underground Storage Tank Removal

SECTION B

PROPOSAL

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Owner is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Owner; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck Inspector as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The undersigned agrees that he shall execute the Contract within the ten (10) days after the date of award, and shall commence work within the ten (10) days after date of the Notice to Proceed and shall progress therewith to its entire completion within the time stipulated in the Contract.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

If this Proposal shall be accepted by the Owner and the undersigned shall fail to contract as aforesaid, and to give bonds as required, as determined by the canvass of bids, and with surety or sureties satisfactory to the Owner within ten (10) days from the date of the award, then the Owner may, at its option, determine that the Bidder has abandoned the Contract: thereupon, the Proposal and acceptance shall be null and void, and the bid security, accompanying this Proposal, shall become the property of the said Owner as liquidated damages for the delay and additional expense to the Owner caused thereby if said Proposal shall be rejected, or if said Proposal shall be accepted and the Bidder shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, the accompanying bid security shall be returned to the undersigned making bid.

The undersigned is aware that the Borough of Naugatuck may reject any and all bids in whole or in part; that the Borough may waive technical defects, irregularities and omissions; that the award will be based on the combination of items that will best serve the interest of the Borough; that the bid price does not include any taxes for which the Borough is not liable; and that acceptance of the bid will establish no exclusive contract by which the Borough of Naugatuck will be required to purchase from the undersigned.

Contract No. 20-29
Town Hall Underground Storage Tank Removal

PROPOSAL continued

The undersigned claims without reservation that his/her bid is made without collusion with any other person, individual or corporation.

Items not specifically identified for payment in the Bid Form shall be assumed to be included in the work effort of other bid items and shall not be paid or requested for payment separately.

Item 1. Underground Storage tank Removal and disposal.

Including all materials, equipment, labor, and other goods and services necessary to remove the existing underground storage tank at the Naugatuck Town Hall 229 Church Street. The work shall include all transportation, excavation, testing, filling, compaction, permits, reporting as well as any other work required to complete the removal of the underground storage tank and associated piping. (Lump Sum)

\$ _____

Item 2. Removal of Contaminated Soil

Including all materials, equipment, labor, and other goods and services necessary to excavate test, reporting, stockpile, transport and disposal of petroleum-impacted soil as directed

\$ _____/Ton

Item 3. Pumping and transfer of Remaining fuel oil to Borough facility to be determined

Including all materials, equipment, labor, and other goods and services necessary to Pump any liquid product remaining in the tank prior to removal and deliver the remaining filtered oil to a borough facility to be designated in the future. It is estimate that approximately 500 gallons of product may remain the tank.

\$ _____/Gallon

Contract No. 20-29
Town Hall Underground Storage Tank Removal

PROPOSAL continued

Company Name: _____

Address: _____

Town: _____

Telephone: _____

Email: _____

Agent Name: _____

Agent Signature: _____

SECTION C

REFERENCES/QUALIFICATIONS

The Bidder is required to fill out the following form to enable the Owner to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business as a General Contractor: _____

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

4. List equipment Bidder owns that is available for this project:

5. List equipment the Bidder plans to rent or purchase for this project:

Major Material Supplier: _____

Bidder

SECTION D

BID BOND /SURETY GUARANTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

as Principal, and _____ as Surety are held and firmly bound unto Borough of Naugatuck hereinafter called the "Owner", in the penal sum of _____ Dollars, (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying BID, dated _____, 20____, for _____

NOW THEREFORE, if the Principal shall not withdraw said Bid within the time period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and Owner, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified thereof, or if no period be specified, within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this BID BOND as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this Instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of the BID BOND shall be valid unless agreed to in writing by the parties to this Bond.

BID BOND
(Page 2 of 2)

In presence of:

(Individual Principal)

(Business Address)

(Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By:

Affix
Corporate
Seal

Attest:

(Corporate Surety)

(Business Address)

By:

Affix
Corporate
Seal

Countersigned

By: _____

* Attorney-in Fact, State of _____

* Power-of Attorney for person signing for Surety Company must be attached to Bond.

SURETY GUARANTY FORM

(To accompany Proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____
_____ a

(Name of Surety Company)

corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of Connecticut, certifies and agrees, that if the Contract for the Road Paving Program is awarded to _____, the undersigned corporation will execute the

(Name of Bidder)

bond or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

(Surety)

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same.)

SECTION E

CONTRACT AGREEMENT AND CERTIFICATE AS TO CORPORATE PRINCIPAL

CONTRACT AND AGREEMENT

THIS AGREEMENT, made this _____ day of _____ in the year 20____,
Between the Borough of Naugatuck, with its principal office and place of business at 229
Church Street, Connecticut 06770, acting herein through it's Mayor and
_____, a _____, with an office and
place of business at _____, hereinafter called the contractor.

WITNESSETH: That the parties to this agreement in consideration of the undertakings,
promises, and agreements on the part of the other herein contained, hereby undertake, promise,
and agree as follows:

I Definitions

The word "Owner" as used herein shall mean the Borough of Naugatuck, acting through
its properly authorized representatives.

The words "as directed", "as required", "as permitted", "as allowed", or phrases of like
effect or import, used herein shall mean that the direction, requirement, permission, or allowance
of the Borough of Naugatuck Inspector is intended and similarly the words "approved",
"reasonable", "suitable", "proper", "satisfactory", or words of like effect or import, unless
otherwise particular specified herein, shall mean approved, reasonable, suitable, proper, or
satisfactory in the judgement of the Borough of Naugatuck Inspector.

The word "Contractor" shall mean _____ or it's duly authorized agents.

II Contract Includes

The indices, headings and subheadings are for convenience only and do not form a part of
the Contract Documents.

The Contractor shall, at his own sole cost and expense, furnish all labor, materials, and
other services necessary for the completion of this Contract and shall complete and finish the
same in the most thorough, workmanlike, and substantial manner, in every respect, to the
satisfaction and approval of the Borough of Naugatuck Inspector, in the manner and within the
time hereinafter limited, and in strict accordance with the Advertisement, Information for
Bidders, Proposal, General Requirements, Detailed Specifications, and Addenda hereto attached,
and the Contract Drawings herein referred to, (collectively the "contract documents"), which
contract documents are hereby made a part of this Contract as fully as if the same were repeated
at length herein.

Addendum No. ____	Dated: _____	Addendum No. ____	Dated: _____
Addendum No. ____	Dated: _____	Addendum No. ____	Dated: _____
Addendum No. ____	Dated: _____	Addendum No. ____	Dated: _____

III Specifications and Contract Drawings Supplementary

The said Specifications and Contract Drawings are intended to supplement each other, and together constitute one complete set of Specifications and Contract Drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Borough of Naugatuck Inspector. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Borough of Naugatuck Inspector. From time to time during the progress of the work, the Borough of Naugatuck Inspector will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

IV Modifications

The Contractor, in entering into this Contract, understands that the Owner reserves the right to modify, to the extent herein provided, the arrangement, character, grade, or size of the work or appurtenances whenever, in the Owner's opinion, it shall be deemed necessary or advisable to do so. Minor changes in the work, not involving extra cost and consistent with the purposes of the work, may be made by verbal order, but no modifications involving extra work or material changes shall be made unless ordered in writing by the Borough of Naugatuck Inspector; and if the modification requires additional cost, a purchase order must be issued prior to work commencing. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Borough of Naugatuck Inspector, and the same shall not vitiate or void this Contract.

Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Borough of Naugatuck Inspector. If such modifications result in a decrease in the cost of work involved, and equitable deduction from the Contract price, to be determined by the Borough of Naugatuck Inspector, shall be made. The Borough of Naugatuck Inspector's determination of such additional compensation, or of any such deduction, shall be based upon the unit prices in the Contractor's bid, unless the modification involves work not included in such bids and then in the event, the modification shall be as set forth in Section XXVIII prior to the commencement of additional work. In no event shall any modification in the work shown on the Plans and Specifications be made unless the nature and extent thereof has first been certified by the Borough of Naugatuck Inspector in writing and sent to the Contractor.

V Correction of Errors and Omissions

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear, or misunderstanding arise, as to the import of anything contained in either, the explanation and decision of the Borough of Naugatuck Inspector shall be final and binding on the Contractor; and all directions and explanations required, to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Borough of Naugatuck Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Borough of Naugatuck Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Borough of Naugatuck Inspector. The effect of such corrections shall date from the time that the Borough of Naugatuck Inspector gives due notice thereof to the Contractor.

VI Borough of Naugatuck Inspector's Decision

All work under this Contract shall be done to the satisfaction of the Borough of Naugatuck Inspector, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He also shall decide all questions which may arise as to the fulfillment of the terms of the Contract, Plans and Specifications. The determination of the Borough of Naugatuck Inspector in all such matters shall be final and binding upon the parties thereto.

VII Inspection of Work

It is agreed that the Owner may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as Borough of Naugatuck Inspectors, inspections, or agents, for the purpose of determining, in the Borough's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted. They shall be given, by the Contractor, all facilities and assistance required to carry out their work of inspection.

It is not the function of the Borough of Naugatuck Inspector to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Borough of Naugatuck Inspector is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Borough of Naugatuck Inspector shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Contract Drawings, working drawings, Specifications, and Contract, and it shall be permissible for him to do so at any time during the progress of the work.

No work shall be done except in the presence of the Borough of Naugatuck Inspector or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Borough of Naugatuck Inspector. Any materials or workmanship found at any time to be defective, or not of the quality or character required by the Contract Drawings and Specifications, shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Contract Drawings and Specifications, and work not so constructed shall be removed and made good by the Contractor at this own expense and free of all expense to the Owner, whenever so ordered by the Owner, without reference to any previous oversight or error in inspection.

VIII Address of Contractor

The address in the Proposal, upon which this Contract is based, shall be the place. The delivering at the above-named place of any such notice, letter, or other communication where notices, letters or other communications to the Contractor may be mailed or delivered, from the Borough to the Contractor, the date of said service shall be the date of such delivery. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

IX Obligation of the Contractor

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

The Contractor shall, at its own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, and structures, vehicles and pedestrians and shall be liable for all damages, occasioned in any way by his act or neglect or that of this agent, employees, or workmen. He shall provide access at all times to private property.

X Occupational Safety and Health Act

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract. The Contractor's attention is particularly directed to the record keeping requirements of this Act.

XI Nondiscrimination in Employment

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County or Municipal law.

XII Personal Attention and Competent Workmen

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Borough of Naugatuck Inspector. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Borough of Naugatuck Inspector and who shall not be changed, except with the consent of the Borough of Naugatuck Inspector, unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful men to do the work, and whenever the Borough of Naugatuck Inspector shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Borough of Naugatuck Inspector.

XIII Public Safeguards

The Contractor agrees to conduct the work at all times in such a manner that public travel

shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point.

XIV Materials and Workmanship

It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Borough of Naugatuck Inspector to require first class work and materials in all respects, and such interpretation shall be accepted by the Contractor.

XV Materials and Manufactured Articles

All materials and workmanship shall be subject to the approval of the Borough of Naugatuck Inspector and shall be in conformity with approved modern practice.

Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior, or low grade, material will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

XVI Unnoticed Defects

The inspection of the work and materials by the Borough of Naugatuck Inspector shall not relieve the Contractor of any of his obligations to fulfill this Contract, as herein described, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials had been previously overlooked by the Borough of Naugatuck Inspector and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defects, in a manner satisfactory to the Borough of Naugatuck Inspector.

XVII Care and Protection of Work

From the commencement of the work until the completion of the same, the Contractor shall be solely responsible for the care of the work covered by the Contract and for the materials delivered at the site intended to be used in the work; and all injury, damage, or loss of the same, from whatever cause, shall be made good at his expense before the final estimate is made. He shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress as well as for completed work. He shall take all necessary precautions to prevent injury or damage to the work under construction by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to the approval of the Borough of Naugatuck Inspector, but shall not relieve the Contractor from liability for inadequate protection of the work or materials.

XVIII Assignment of Contract

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising, or moneys due or to grow due thereunder, without prior written approval of the Owner.

XIX Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award the work to a subcontractor(s) without prior written approval of the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of his

subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of these Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

XX Liability of Contractor for Employees

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

XXI Coordination With Other Contractors and Utilities

During the progress of the work, existing utilities may be found to be in close proximity to or in conflict with the work being installed. The Contractor shall make every effort to identify and locate these utilities before working in the area. If it is known or found that these utilities exist the Contractor shall contact the appropriate utility and alert them to the situation. Should an existing utility be found to be in close proximity to the work the Contractor shall take all the necessary precautions to protect the utilities and his work. Should existing utilities be found to conflict with the work the Contractor shall arrange with the utility company for their adjustment. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of locating, installing or moving them or the inability of others to perform their work in a timely manner.

XXII Permits, Laws, Codes, Ordinances and Insurance

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract. Contractor shall provide the types and amounts of insurance as set forth in Section 19, Information of Bidders and maintain in effect. He shall take out and carry appropriate employer's liability insurance and public liability insurance.

XXIII Patent Rights

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and representatives from all claims for damages arising from the infringements, or alleged infringements, of any Letters Patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

XXIII Patent Rights (continued)

All royalties for patents or patent infringement claims, that might be involved in the construction or use of the work, shall be included in the Contract amount; and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damage or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Owner for infringement, or alleged infringement, of any patent or patents involved, or alleged to be involved, in the work; and in case of any award for damages, the said Contractor shall pay such award.

XXIV Defense of Suits

The Contractor shall indemnify and hold harmless the Owner and its consultants, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, ("indemnification expense") arising out of or resulting from the performance of the work or arising out of or resulting from the Contract Documents, including, without limitation, all indemnification expense regarding personal injury or death and/or damage to real or personal property or motor vehicles.

In claims against any person or entity indemnified under this section by an employee or the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

XXV Claims for Labor and Materials

The Contractor shall indemnify and save harmless the Owner from all claims expenses and for judgments regarding labor done or materials furnished under this Contract, or any alterations or modifications thereof, including without limitation, reasonable Attorney's fees. Contractor shall furnish the Owner with a Mechanic's Lien Waiver from all persons who have done work, or furnished materials under this Contract. In case such waiver is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons aforesaid, shall be retained, as herein specified, from the money due the Contractor under this Contract until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

XXVI Completion of Work by Owner

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Owner shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Owner shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any art thereof; and in case such expense shall exceed the amount which would have

XXVI Completion of Work by Owner (continued)

been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner within five (5) days of written demand therefore; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the owner shall pay such difference to the Contractor within five (5) days of written demand.

XXVII Partial and Final Estimates

On, or about, the last day of the month, the Borough of Naugatuck Inspector shall make an approximate estimate of the value of the work done and of the materials incorporated into the work.

The Owner will pay the Contractor, within 30 days of receipt of an estimate, ninety-five percent (95%) of the total estimated value of the work done, as estimated by the Borough of Naugatuck Inspector less previous payments. Partial payments will not be made whenever the amounts of the estimate or estimates of work done since the last previous estimate are less than \$2,000.00.

The Borough of Naugatuck Inspector shall, as soon as practicable after the completion of work, make a final certificate of the entire amount of the work done under this Contract, and the value thereof, and the Owner shall, within thirty (30) days after such final estimate is approved, pay the entire sum so found to be due hereunder, after deducting there from all previous payments and also all percentages and deductions to be retained under any of the provisions of this Contract.

Before payment of each estimate, the Contractor shall provide the Owner with a mechanic's lien waiver from the Contractor and all persons who have done work or furnished materials under this Contract.

XXVIII Extra Work

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Borough of Naugatuck Inspector, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Borough of Naugatuck Inspector, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered. Additionally, if the extra work requires additional cost, a purchase order must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Borough shall be paid, nor is the Borough liable for any voucher, claim or charge unless a purchase order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. an agreed on lump sum price, or
2. the reasonable cost, as determined by the Borough of Naugatuck Inspector, of all

necessary labor, including insurance and payroll taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The equipment rental charge shall be at prevailing rates usually paid locally but shall in no case exceed the amount prorated on the basis of the monthly equipment rental rates compiled by the Associated Equipment Distributors.

When extra work is performed by an approved subcontractor, the Contractor shall be entitled to five percent (5%) of the direct cost of the subcontractor's work to cover his overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men. The Contractor shall give the Borough of Naugatuck Inspector access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Borough of Naugatuck Inspector before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

XXIX Payment

The Owner, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited, and to the satisfaction and approval of the Borough of Naugatuck Inspector, the prices stipulated in the said Proposal hereto attached, such payment to be made at the times and in the manner and upon the conditions herein expressly provided. The Owner also agrees to pay in addition such amounts as may be agreed upon for modifications and for extra work.

XXX Guarantee

The Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from, and after, the date upon which the final estimate of the Borough of Naugatuck Inspector is formally approved by the Owner. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.

XXXI Repairs for One (1) Year

The said party of the second part further agrees that if, at any time during the period of one (1) year from the date of the final estimate of the work herein contracted for, any part of the work done under this Contract shall be deemed by the Borough of Naugatuck Inspector to require repairing under the aforesaid Contractor's guarantee, then the said Owner shall notify the said Contractor to make the repairs so required at no expense to the Owner.

Such replacements, or repairs, shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to allow for the time delay incident to the service of a notice, then the Owner will have the right to make such replacements or repairs, and the expenses thereof shall be paid by the Contractor.

XXXII Rate of Progress and Time of Completion

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that the whole work shall be performed and the grounds cleared up in accordance with the Contract and Specifications within thirty (30) calendar days unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXIII, "Extension of Time".

The above calendar days includes time for the Contractor to obtain approval of a Erosion and Sediment Control Plan, as applicable.

XXXIII Extension of Time

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the Borough of Naugatuck Inspector, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Owner, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Borough of Naugatuck Inspector thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Borough of Naugatuck Inspector, in his discretion, shall award in writing, and his decision shall be final and conclusive upon the parties.

XXXIV Damages for Failure to Complete on Time

The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXXII, or within the extension of time he may be granted as provided in Article XXXIII, the sum of Five Hundred Dollars (\$500.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

XXXV No Waiver of Rights

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Borough of Naugatuck Inspector, or of any representatives of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Borough of Naugatuck Inspector.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this Contract by the Owner or anyone

acting for it, or on its behalf, shall be held as a waiver of any other or subsequent breach thereof.

XXXVI Mandatory Negotiation

Contractor and the Owner agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute under the provisions of arbitration paragraph of this contract. Each party shall have the right to legal representation at any such negotiation session.

XXXVII Dispute Resolution

Any dispute or question arising under the provisions of this contract, which has not been resolved under the mandatory negotiation paragraph of this contract, shall be resolved by litigation in the Connecticut superior Court

XXXVIII Owner's Right to Use

The Owner reserves the right to use or occupy any portion of the work considered by the Borough of Naugatuck Inspector as ready for use or occupancy. Such use or occupancy shall not be held, in any way, as final acceptance of the work or any portion thereof, or as a waiver of any portion of this Contract.

XXXIX Verification of Data

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Information for Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Owner nor the Borough of Naugatuck Inspector are to be held responsible for the data or information given relative to said quantities or that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding in regard to the character or amount of work to be done and materials and labor to be furnished.

XXXX Contractor's Wage Certification Form

If applicable the Contractor or his authorized agent will be required to sign the Contractor's Wage Certification Form at the time of Contract execution.

XXXXI Verbal Statements Not Binding

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Borough of Naugatuck Inspector or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

XXXXII Final Estimate Constitutes Release

It is agreed that acceptance by the Contractor of the last payment made, under the provisions of Article XXVII, shall operate as and shall be a release to the Owner, and every agent thereof, from all claims and liability to Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any agent thereof, except any claim against the Owner for the remainder, if any, of the amounts kept or retained by the Owner as percentages or deductions.

No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

XXXXIII Delays or Termination by Governmental Authorities

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Transportation, Department of Environmental Protection, or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the State DOT, DEP or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment. In the event of such termination, the Borough of Naugatuck Inspector shall prepare a final certificate for the entire amount of work done up to the effective date of termination. The provisions of Sections XXX (Guarantee) and XXXI (Repair) shall apply to all work completed as of the effective date of any stop Work order, as if the effective date was the date upon which the final estimate of the Borough of Naugatuck Inspector is formally approved by the Borough.

XXXXIV Validity of Agreement

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed
in the presence of

Borough of Naugatuck
Mayor

(Duly Authorized)
Contractor

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation named as Contractor in the within bond; that _____, who signed the said bond on behalf of the Contractor was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate
Seal)

Title

SECTION F

Specifications

TECHNICAL SPECIFICATIONS

UNDERGROUND STORAGE TANK REMOVAL

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Excavation, cleaning and removal of the 1 existing 4000 gallon steel underground storage tank
- B. Removal and disposal of tank, and associated Piping
- C. Testing and removal of contaminated soil
- D. Back fill and compaction of uncontaminated fill
- E. Back fill to grade and compaction of offsite material as required. The owner shall make available fill as required.
- F. Excavation and removal of asphalt
- G. Removal of pump able product from tanks and transfer to other location

1.02 WORK TO BE PERFORMED BY OTHERS

- A. The following work will be performed by the owner or other subcontractors working directly for the owner.
 - 1. Supply fill as required to the contractor.
 - 2. Restoration of disturbed surfaces (bituminous concrete pavement & Curbing vegetated areas).

1.03 REFERENCES

- A. Conform work to procedures and practices in the following regulatory regulations and industry guidelines and standards. All references listed are those of most current revision or amendment as of the date of the proposal (Bid) for the work included under this section.
 - 1. National Fire Protection Association Flammable and Combustible Liquids Code No. 30, 1993 (NFPA No. 30).
 - 2. The Underground Storage Tank Regulations, State Statues of Connecticut, Section 22a-449(d)-1, and Sections22a-449(d) 101-113 as Revised.

3. Code of Federal Regulations (CFR) Title 29, Part 1910- Occupational Safety and Health Standards

4. CTDEEP Sampling and Analytical Methods for Underground Storage Tank Closures
<https://portal.ct.gov/DEEP/Underground-Storage-Tanks/UST-Closure-Sampling-and-Analytical-Methods>

1.05 SUBMITTALS

A. Copies of all testing results and disposal records for contaminated fill and debris.

1.06 QUALITY ASSURANCE

A. The Contractor shall have a minimum of 5 years experience in large petroleum UST Removals.

B. Conform to applicable Uniform Fire Code Standards.

C. Provide at least one person who shall be present at all times during the execution of the work, and who shall be thoroughly familiar with the type of work to be completed.

D. Remove equipment using skilled workers.

E. Conform to CTDEEP Sampling and Analytical Methods for Underground Storage Tank Closures
<https://portal.ct.gov/DEEP/Underground-Storage-Tanks/UST-Closure-Sampling-and-Analytical-Methods>

PART 3 EXECUTION

3.01 GENERAL.

A. Coordinate work with Owner's Representative and subcontractors to the end that the work is completed in the most expeditious manner and so as not to delay the work required by the Owner and subcontractors

B. Coordinate work with the HVAC Contactor Contacted by the town to ensure that the tank is not removed until appropriate

C. Coordinate with Eversouce to ensure that the proposed gas service is not install until after the removal the tank and piping.

D. Provide notifications and obtain permits from regulatory agencies having jurisdiction and the local Fire Marshal Prior to installation.

3.02 TESTING

- A. The contractor must Shall perform testing and follow the DEEP Guidelines for Sampling and Analytical Methods for Underground storage tank closure. (If contaminated soil/water is encountered the contractor shall notify the owners representative and the department of Environmental Protection. All contaminated soil/water shall be removed in accordance with EPA regulations 428.1 section 8010 and 8020. Follow up testing after the removal or the contaminated soil shall also be completed as required.

3.03 TANK REMOVAL

- A. The tanks shall be discontinued from use and shall have any remaining fuel oil or residue removed by the contractor in an approved manner. The contractor shall remove any offset fill pipes. The discontinued fuel tank shall then be carefully removed from the site and the ground surfaces refinished to match existing in compliance with all requirements and recommendations of NFPA-30, NFPA 327 and Appendix 'B'; the local Fire Marshal and the DEP. Existing discontinued fuel lines, vent lines, shall be cut, vented and removed in an approved manner.
- B. After all flammable or combustible liquids have been removed from the tank and connection piping, removed all connecting and cap and plug all tank openings. Dispose of all flammable or combustible liquids off site in an approved manner complying with all D.E.P. and local Fire Marshal's requirements.
- C. After tank removal, transport to an approved area not accessible to the public.
- D. Prior to the disposal of the Tanks to an approved location the tank shall be re-tested for flammable vapors and, if necessary, rendered gas free and sufficient number of holes or opening made to render it unfit for further use.

3.04 BACKFILL

- A. Once the removal has been completed, the excavation will be filled and compacted with the uncontaminated fill. Compaction in 12" lifts to 95% compaction all rocks, lumps and debris shall be removed. Additional fill as necessary will be made available by the owner. The contractor shall supply the trucking and shall fill compact the excavation to the match original grades. The area shall be compacted and left in a condition that can be used for vehicular access to the Town Hall Parking lot.

SECTION G

Site Information

UPPER

LIBRARY

WALK

4" Drain

4000 Gal. underground
oil storage tank
See Dwg. No. M-1

3/4" Box
Hydrant

PLANTER
SLABEL 93

4" Drain

4" DRA

CHURCH STREET

SITE UTILITIES

Scale

Maple Street

TOWN HALL PARKING LOT

Borough of Naugatuck, Connecticut 06770

(203) 729-4571

Town Hall Building
229 Church Street
Naugatuck, Ct. 06770

o Vent Pipe

o Fill Pipe

CHURCH STREET

Town Hall Driveway

Oil Tank

Drawing not done to scale

DIVISION St.

UNDERGROUND STORAGE FACILITY NOTIFICATION

STATE OF CONNECTICUT
 Department of Environmental Protection
 UNDERGROUND STORAGE FACILITIES PROGRAM
 HAZARDOUS MATERIALS MANAGEMENT UNIT
 165 Capital Avenue, Hartford, CT 06106
 TEL. 556-4630

EPHM-6 NEW 10/85

3. FOR STATE AGENCY USE ONLY
 A. SITE I.D.
 B. DATE RCVD. BY D.E.P.
 C. DATE ENTERED

4. OF FACILITY LOCATION
 SITE NAME: **TOWN HALL -BOROUGH OF NAUGATUCK**
 BUSINESS NAME AND ADDRESS: **BOROUGH OF NAUGATUCK**
 MAILING ADDRESS: **BOROUGH OF NAUGATUCK**

5. TYPE OF OWNER
 PRIVATE
 MUNICIPAL

6. TYPE OF OWNER
 FEDERAL (G.S.A. No. _____)

7. FACILITY OWNER
 NAME: **JOHN HASSENFELDT, JR.**
 OPERATOR/CONTACT PERSON

8. TYPE OF OWNER
 PRIVATE
 MUNICIPAL

9. PERSON OPERATOR/CONTACT
 NAME: **JOHN HASSENFELDT, JR.**
 NO. AND STREET: **229 CHURCH STREET**
 CITY OR TOWN: **NAUGATUCK**

10. TANK ID. DATE OF INSTALLATION (Mo./Yr.)
Example 5/75
Example 7/60
ATR1 8/89

11. LIFE EXPECTANCY (in years)
Example 30
Example —
ATR1 30

12. TYPE OF TANK
 ABOVE GROUND
 UNDERGROUND

13. TYPE OF CONTENTS
 CHEMICAL SUBSTANCE (not trade name)
 (Enter C.A.S. No., if known)

14. CONTENTS
Heating fuel #2
1, 1, 1 - Trichloroethane CAS #79016
HEATING OIL #2

15. CONSTRUCTION MATERIALS
 STEEL: FIBERGLASS REINFORCED PLASTIC: OTHER (Specify):

16. PROTECTION
 a. INTERNAL: UNLINED
 LINED
 b. EXTERNAL: COATED/WRAPPED
 CATHODIC PROTECTION
 OTHER (Specify):

17. INTEGRAL PIPING SYSTEM
 a. CONSTRUCTION AND PROTECTION (See lists A&B)
H 5
E 7
8

18. MONITORING SYSTEM
 (Specify type from list B)
U
U
K

19. FAILURE DETERMINATION CONDUCTED?
 (If "YES", enter "DATE" and attach results).
 (If "NO", enter "NO")
NO
—
NO

20. HAVE YOU ATTACHED SKETCH OF TANKS AND LOCATION?
 YES
 NO

21. COMMENTS:

22. CERTIFICATION: I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and that based on my inquiry of those individuals immediately responsible for obtaining the information I believe that the submitted information is true, accurate and complete. Penalties: any owner who knowingly fails to notify shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

22a. SIGNATURE
 John Hassenfeldt
 22c. NAME (Type or Print)
John Hassenfeldt JR

22b. DATE SIGNED
8-30-89
 22d. OFFICIAL TITLE (of owner or authorized representative)
Custodian

11a. DATE OF INSTALLATION (Mo./Yr.)
Example 5/75
Example 7/60
ATR1 8/89

11b. LIFE EXPECTANCY (in years)
Example 30
Example —
ATR1 30

12. TYPE OF TANK
 ABOVE GROUND
 UNDERGROUND

13. TYPE OF CONTENTS
 CHEMICAL LIQUID
 OIL PRODUCTS

14. CONTENTS
Heating fuel #2
1, 1, 1 - Trichloroethane CAS #79016
HEATING OIL #2

15. CONSTRUCTION MATERIALS
 STEEL: FIBERGLASS REINFORCED PLASTIC: OTHER (Specify):

16. PROTECTION
 a. INTERNAL: UNLINED
 LINED
 b. EXTERNAL: COATED/WRAPPED
 CATHODIC PROTECTION
 OTHER (Specify):

17. INTEGRAL PIPING SYSTEM
 a. CONSTRUCTION AND PROTECTION (See lists A&B)
H 5
E 7
8

18. MONITORING SYSTEM
 (Specify type from list B)
U
U
K

19. FAILURE DETERMINATION CONDUCTED?
 (If "YES", enter "DATE" and attach results).
 (If "NO", enter "NO")
NO
—
NO

20. HAVE YOU ATTACHED SKETCH OF TANKS AND LOCATION?
 YES
 NO

21. COMMENTS:

22. CERTIFICATION: I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and that based on my inquiry of those individuals immediately responsible for obtaining the information I believe that the submitted information is true, accurate and complete. Penalties: any owner who knowingly fails to notify shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

22a. SIGNATURE
 John Hassenfeldt
 22c. NAME (Type or Print)
John Hassenfeldt JR

22b. DATE SIGNED
8-30-89
 22d. OFFICIAL TITLE (of owner or authorized representative)
Custodian

20. HAVE YOU ATTACHED SKETCH OF TANKS AND LOCATION?
 YES
 NO

21. COMMENTS:

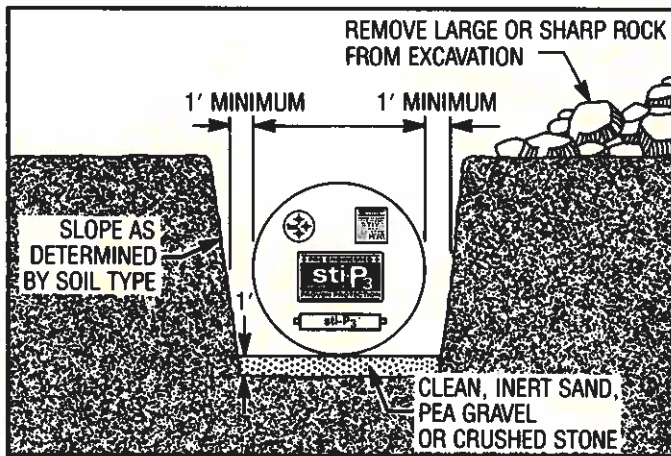
22. CERTIFICATION: I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and that based on my inquiry of those individuals immediately responsible for obtaining the information I believe that the submitted information is true, accurate and complete. Penalties: any owner who knowingly fails to notify shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

INSTALLATION INSTRUCTIONS

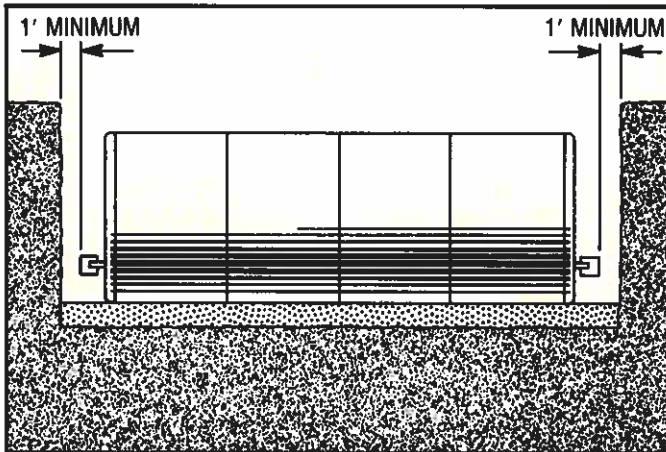
Excavation and Bedding

The excavation shall be free from any hard or sharp material that may cause damage to the tank coating. (Care shall be taken during installation that foreign matter is not introduced into the excavation or backfill.)

The bottom of the excavation shall be covered with clean sand or gravel to a depth of one foot, suitably graded and leveled.

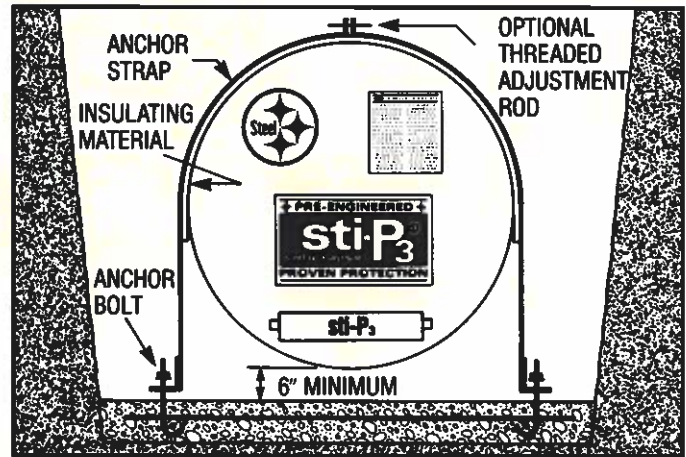


The excavation shall extend a distance of at least one foot around the perimeter of the tank providing sufficient clearance for anodes.



Where anchoring by means of a concrete slab is required, the tank must *not* be placed directly on the pad. A layer of fine or pea gravel, sand or No. 8 crushed stone (No. 8 coarse aggregate ASTM-448) at least 6 inches deep must be spread evenly over the dimensions of the pad to separate the tank from the pad.

The tank shall not be placed on any other hard or sharp material that can cause deformation of the tank or damage to the coating.

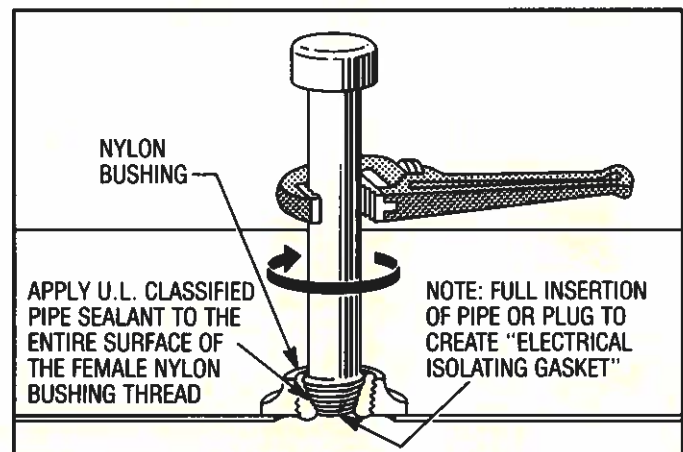


1.5 If installation area is in a tidal area, the tank "bedding" material should be fine gravel or pea gravel, rather than sand.

2.0 Above Ground Air Test

2.1 The temporary plugs and thread protectors installed by the manufacturer shall be removed. Apply compatible, non-hardening pipe sealant to internal bushing threads. Permanent metal plugs shall be installed at all unused openings.

2.2 The dielectric bushings in sti-P₃® tanks shall not be removed from the unused openings. Plugs used to temporarily seal the tank for the above ground air test but later removed for pipe installation shall not be over-tightened. Care shall be taken not to cross-thread or damage the nonmetallic bushings when replacing plugs or installing required tank piping.





General Gas Service Agreement
(Rates 10, 20 or 30-SE)

Load Sheet # <u>177497</u>
Contractor: _____
<i>For internal use only</i>

Tariff & Meters:

	# of Meters ea. Rate		Expected Annual Usage MCF ea. Rate
Tariff:	<u>1</u>	Rate 10-SE Rate 20-SE Rate 30-SE	<u>1631</u>
Gas Main Location:		On Main x Off Main	
Dedicated Customer Phoneline	x Required	Not Required	
Additional Provision(s)	Attached		

Customer:	<u>Borough of Naugatuck-Town Hall</u>	Contact Email:	<u>jstewart@naugatuck-ct.gov</u>
Service Location:	<u>229 Church Street</u>	Billing/Notice Address:	<u>229 Church Street</u>
	<u>Naugatuck, CT 06770</u>		<u>Naugatuck, CT 06770</u>
Contact Phone:	<u>(203) 720-7043</u>	Property Owner:	<u>Borough of Naugatuck-Town Hall</u>
Term:	<u>25</u> years after service starts	Contribution Amount:	<u>\$.00</u>
Maximum Daily Quantity(MDQ)	<u>16</u>	Nominal Supply Pressure:	<u>5"wc</u>
Maximum Hourly Quantity(MHQ):	<u>2</u>	Minimum by Customer Protection Pressure:	<u>2 psi</u>

Portfolio Installation: YES x NO

If this Agreement is part of a portfolio installation (by checking yes), then we intend to consolidate installing your service with new service to other customers in your vicinity as a single "portfolio view" per applicable regulations. As a result, our obligations under this Agreement are subject to, and conditioned on, a sufficient number of those other customers obtaining service from us to satisfy those regulations. **You should not purchase/install, or incur a non-cancellable obligation to purchase/install, gas-fired equipment or related work in anticipation of receiving service under this Agreement until we have assembled the required portfolio as demonstrated by our starting to install necessary piping, meters and other facilities (together, "Service Lines") on your property.** If we have not started that installation within 180 days after the effective date of this Agreement, then this Agreement will terminate and be null and void without any liability whatsoever.

The words you and your mean the person identified above as "Customer." The words we, us and our mean Yankee Gas Services Company (doing business as Eversource Energy) or the "Company."

You agree to purchase gas service from us subject to the terms of this general gas service agreement including the attached Terms of Service collectively, the ("Agreement") and in accordance with the terms and conditions of the Tariff identified above and our Rules and Regulations ("Rules"), both as amended from time to time and incorporated into this Agreement by this reference. In the case of any conflict or inconsistency, the Tariff has priority, followed by the Rules, and then this Agreement. This Agreement, the Tariff, the Rules and our obligations are subject to our compliance with all of the terms, conditions and requirements imposed by the Connecticut Public Utilities Regulatory Authority ("PURA").

Your signature below confirms that you have read, understood and accepted this Agreement, including the accompanying Terms of Service, and that the information provided above is complete and accurate.

Customer
Signature: *N. Warren Hess*
Print Name: N. Warren Hess
Date: 6/22/20

Yankee Gas Services Company d/b/a Eversource Energy
Signature: _____
Print Name: John Ferrelli
Date: _____

If you have any questions or complaints concerning the terms of our service, you may write to us at Eversource Energy, 107 Selden Street, Berlin, CT 06037, Attention: Gas Sales & Marketing – NUS2 or call us at 1-800-989-0900. A current version of the Tariff and Rules can be located at <https://www.eversource.com/Content/ct-c/business/my-account/my-bill/gas-tariffs-rules>

(N5189648;2)



General Gas Service Agreement - Terms of Service

1. The Service Lines installed by us are our property, and we will retain ownership of them even after service or this Agreement has ended. All pipe and equipment beyond our meter will be furnished, installed (including pressure testing and approval by local authorities), owned, repaired and maintained by you. We will leave our installation area level with its surroundings and clean from any debris we created. You are responsible for restoring the installation area. If we disturb your paved area or sidewalk, we will patch/repair only the affected area.
2. If a Contribution Amount is required (as indicated on the first page of this Agreement), then that payment is due and owing to us upon your execution of this Agreement, and this Agreement cannot become effective until you have fully paid the Contribution Amount.
3. In our cost estimating, we have used reasonable efforts to determine the conditions under which the Service Lines will be installed. However, you agree that, in the event certain circumstances happen or are encountered including, without limitation: (a) presence of ledge or rock requiring excavation; (b) presence of retaining walls or extensive landscaping; (c) a requirement for new or expanded access rights; (d) steel pipe installations; (e) location on a state highway; (f) requirement to cross a culvert, stream or other obstacle; (g) location on a newly paved or concrete road; (h) the requirement of frost excavation; (i) the requirement of environmental remediation or any other governmental requirement; (j) the presence of underground facilities of other utilities (including your own facilities that you have installed on your property like irrigation systems, interior piping, and electric systems); or (k) any other condition not included within the calculation of our project cost estimate and which results in additional costs to us, then we reserve the right to require that you pay an increase in the Contribution Amount or a first-time Contribution Amount (if we did not require a Contribution Amount upfront). You also will pay the costs of any construction delays attributable to you. You will pay those amounts within 30 days after receiving our invoice.
4. Before we install the Service Lines, you will locate and mark out all private underground facilities (including installations described in Section 3(j) above) located on your property. We will not be responsible for damage to any underground facility that have not been properly marked or that has resulted from your negligence.
5. You will provide us, in accordance with our specifications and at no cost to us, with (a) traffic barriers in all locations where the Service Lines are subject to vehicular traffic; and (b) all necessary property easements in accordance with our standard easement acquisition policy prior to the installation of the Service Lines. You represent and warrant that the Property Owner owns the real property at the Service Location. You also must properly mark the fuel line manifold with a metal tag or other permanent identification.
6. We are not liable for delays in installing, beginning or

maintaining service not within our reasonable control, such as weather, adverse field conditions, work stoppage, acts of God or other similar event or occurrence. You must take service under this Agreement within 60 days after the date we have installed the Service Lines. If you do not take service within that period, we will notify you in writing of your obligation to do so. If you do not take service within five (5) business days of the date of that notice, then we have the right to terminate this Agreement, and you will have to pay us for the costs we paid or incurred to have installed the Service Lines, plus the costs we will have to pay to carry and retire them, and all related costs.

7. This Agreement will remain in effect for the Term indicated on the first page of this Agreement, unless sooner terminated by us as allowed under the Tariff, the Rules, this Agreement and/or the law, and will automatically remain in effect thereafter unless so terminated. You acknowledge your service will remain under the Tariff rate indicated on the first page of this Agreement for 10 years after the start of gas service.
8. Gas service will be billed under the Tariff. All bills for any charges under the Tariff and this Agreement will be paid by you within 28 days of the invoice statement date (or 60 days for State or municipal service). Any bill not paid on time may result in the termination of your service per the Tariff and related statutes and regulations and will be subject to a late payment charge calculated in accordance with the Tariff and Rules. You will reimburse us for all costs of providing service to you and all sums expended in connection with any action or suit to remedy a default or collect payment, including reasonable attorney's fees and court costs.
9. TO THE EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IT BEING OUR INTENTION TO LIMIT OUR RESPECTIVE LIABILITY UNDER THIS AGREEMENT TO DIRECT DAMAGES ONLY. WE DISCLAIM ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES RELATING TO GAS PRESSURE OR DELIVERY PRESSURE.
10. This Agreement, which will be governed by Connecticut law, is the entire agreement between you and us relating to gas service to the Service Location, and it can only be modified in writing signed by both you and us. Counterparts and electronic signatures will be deemed originals. No previous representations or promises made by us are binding unless they are part of this Agreement. The invalidity of one or more of the phrases, sentences or clauses contained in this Agreement will not affect the validity or enforceability of the remaining portions so long as the material purposes of this Agreement can be determined. You may not transfer this Agreement without our consent. This Agreement is binding on, and for the benefit of, successors and permitted assigns.



General Gas Service Agreement – Additional Provisions

METER MAKE WHOLE PROVISION

The Customer represents and agrees to have ready for installation by the Company at least ___ gas meters for ___ units to be constructed or currently located at the Property, utilizing natural gas for any/all of the following space heating, water heating, cooking and fire place needs of each meter. All of said Units are to be constructed, for the associated gas meters to be shall be installed and certificates of occupancy ("CO") are to be issued therefor - all in accordance with the following schedule:

At least ___ Units constructed, CO's issued and associated meters activated by _____;

At least ___ Units constructed, CO's issued and associated meters activated by _____;

At least ___ Units constructed, CO's issued and associated meters activated by _____;

At least ___ Units constructed, CO's issued and associated meters activated by _____;

IF the customer does not have ready the number of units that will allow installation of the gas meters by the end date of the schedule shown above then for each gas meter less than the total number of meters shown above the customer will pay a Make Whole amount of \$ _____.00)

In the event that any of these conditions are not satisfied on or before the stated deadlines- with Time Being of the Essence, the Company also reserves the right, in addition to any other remedies available to the Company hereunder and/or under the law, to reexamine the Project Costs and equitably increase the Contribution Amount (or require a Contribution Amount – whatever the case may be) due from Customer, if it determines such increase necessary. This may be in addition to the MAKE WHOLE provision shown above. The Customer shall pay any such amount within thirty (30) days of notice from the Company. Any forbearance or delay in the exercise of such right shall not be deemed a waiver thereof.

OR

CUSTOMER USAGE MAKE WHOLE PROVISION

The Customer represents and agrees to install in at least xx buildings currently located at the Property the following natural gas-utilizing equipment (collectively, the "Equipment"):

Space Heating Process

___ Enter equipment type _____ @ _____ CFH = _____

Said Equipment shall be installed therein and certificates of occupancy are to be issued therefore no later than _____.

In the event that any of the above conditions (i.e., Equipment installation, certificate of occupancy requirements or meter installations/activations) is not satisfied in accordance with the above (including by the respective deadlines), then the Company hereby reserves the right, among other available remedies, to require a payment from the Customer over and above the original Contribution Amount.

Moreover and in addition to any other rights and remedies available to the Company hereunder, the Company shall have the right during the term of this Agreement to periodically review the actual annual usage of natural gas hereunder by the Customer and in the event that said actual annual usage is less than the expected annual usage of _____ Ccf then the Company reserves the right to equitably increase the Contribution Amount by requiring a payment from the Customer over and above the original Contribution Amount [or require a Contribution Amount, whatever the case may be].