



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

**JOINT MEETING
PUBLIC WORKS COMMITTEE of the COMMON COUNCIL
AND
RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE
of the COMMON COUNCIL**

DATE: Tuesday, December 3, 2019
TIME: 7:00 P.M.
PLACE: Norwalk City Hall, 2nd Floor, Room 231

AGENDA

Public Input

Public input (Guests at Committee meetings may speak to any item on the agenda. Comments shall be limited to no more than three (3) minutes per speaker.)

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, October 1, 2019.
2. Approve the 2020 Meeting Dates for Public Works Committee.
3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light System on Wall Street, for a sum not to exceed \$16,800.00

Account No. 01 40 30 5258

4. Authorize the Mayor, Harry W. Rilling, to execute a lease agreement (File No. 102-119-03A) with the State of Connecticut Department of Transportation at no monthly cost for the purpose of constructing a portion of State Project 102-350 Norwalk River Valley Trail – Phase 2.

5. Authorize the Mayor, Harry W. Rilling, to execute an agreement with VHB, Inc. for the design of adaptive signals on West Avenue for an amount not to exceed \$30,000.00.

Account No. 09 20 4120 5777 C0232

- 6a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with National Water Main Cleaning Company for Cleaning Existing Drain Systems at Various Locations (Project DRG 2019-1) for an amount not to exceed \$468,800.00.

Account No. 09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0425
09 20 4027 5777 C0302

- 6b. Authorize the Chief of Operations and Public Works to execute orders on Contract with National Water Main Cleaning Company for Cleaning Existing Drain Systems at Various Locations (Project DRG 2019-1), for a sum not to exceed \$46,880.00.

Account No. 09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0425
09 20 4027 5777 C0302

7. Authorize the Purchasing Agent to issue a purchase order to Gengras Ford LLC, for the purchase of two (2) 2020 Ford Plug-in Hybrid Electric Cars for a sum not to exceed \$60,191.72.

Account No. 09 18 6030 5777 C0486
09 20 4031 5777 C0313

8. Overview of Proposed Easement Agreement across Portions of Calf Pasture Beach in favor of Gardella Brothers Limited Partnership from the city of Norwalk.

EXECUTIVE SESSION

Distribution of Attorney-Client Communication and Discussion of Gardella Proposed Easement Agreement with Corporation Counsel.

ADD'L NEW BUSINESS ITEM

9. Discuss Proposed Easement with Gardella Brothers LP.
DISCUSSION ITEM ONLY: Public Hearing to Follow at the Tuesday, January 7, 2020 Joint Meeting Public Works Committee and Recreation, Parks & Cultural Affairs Committee of the Common Council.

Information / Discussion

A. Discussion

1. Drainage Project Status
2. Sediment Removal Contract
3. Flood Study Public Forum
 - a. Dreamy Hollow Estates / Friendly Pond Area 11/20/19
 - b. New Canaan / Pond Avenue 11/21/19

Upcoming Projects

Adjournment

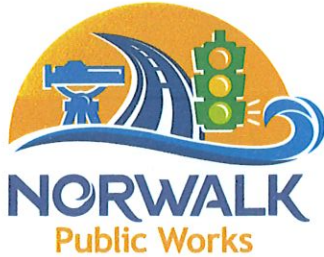
Next Meeting:

Tuesday, January 7, 2020

Public Hearing followed by:

Joint Meeting with Public Works Committee & Recreation, Parks & Cultural Affairs Committee of the Common Council

7:00 P.M. Room 231, Norwalk City Hall



CITY OF NORWALK
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125 East Avenue, PO Box 5125
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**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
October 1, 2019**

ATTENDANCE: John Igneri, Chairman; Eloisa Melendez; Darlene Young; Doug Hempstead; Michael Corsello, Tom Livingston, George Tsiranides

STAFF: Anthony Carr, Chief of Operations and Public Works; Lisa Burns, Principal Engineer

The meeting was called to order at 7:00 p.m. A quorum was present.

Mr. Igneri made a motion to suspend the rules to add item #5, Authorize the Chief of Operations and Public Works, Anthony Carr, to add orders on contract, to the Project PM 2019-2 Permanent Roadway Repairs and Surface Restoration, for an amount not to exceed \$35,000, for the purpose of installing Flexi-Pave around approximately 52 trees, in the Raymond and Day Street area, to the agenda.

****MR. IGNERI MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

PUBLIC INPUT

There was no public input.

NEW BUSINESS

1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, AUGUST 6, 2019.

Mr. Corsello stated that there is a correction needed on page 3, paragraph 4, first sentence of the minutes where it reads "Mr. Corsello asked in the event that a favorable action is taken that they would perceivably, it should be conceivably. Correction noted.

There were no further corrections.

****MR.IGNERI MOVED THE ITEM**

****MR. LIVINGSTON AND MR. TSIRANIDES ABSTAINED**

****MOTION PASSED UNANIMOUSLY WITH TWO ABSTENSIONS**

2. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND THE OWNER OF THE PROPERTY IDENTIFIED AS #8 MARGARET STREET, NORWALK, CT. 06851 (AGUDOW SERGE A), TO ESTABLISH A RIGHT OF ENTRY, FOR THE PURPOSE OF REPLACING THE STORM PIPE, UNDERNEATH THEIR DRIVEWAY, FOR LIABILITY AND MAINTENANCE PURPOSES, SUBJECT TO SECTION 8-24 OF THE STATE STATUTES, IF REQUIRED.**

Ms. Young, referring to the attached memo in the packet, asked if the project was completed or if there was additional work to be done.

Ms. Burns said on 7 Margaret Street there was an existing pipe there and it is having some sink holes on it. There were intermediate emergency repairs done but it needs to be replaced and there needs to be an official easement to do so.

Mr. Carr stated that there is not an easement on that property.

Mr. Livingston asked if they would normally have an easement.

Ms. Burns stated if you go to the land records, for storm drainage pipes, generously they would have 50% of the easement. She said that she wasn't completely sure if an 8-24 was required since there is no compensation and they are not giving anything away but she still needs clarification on whether it has to go to Planning.

Mr. Carr said sanitary sewers typically have easements.

Ms. Burns said they have to fix those and it could be a lot of easements.

****MR TSIRANIDES MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

3. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE WOODARD & CURRAN AGREEMENT DATED AUGUST 12, 2019 TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE STORM DRAINAGE SYSTEM EVALUATION IN ACCORDANCE WITH SCOPE OF SERVICES INCLUDED QUALIFICATIONS PROPOSAL DATED SEPTEMBER 27, 2019 (COPY OF INCLUDED) FOR A SUM NOT TO EXCEED \$250,000.00.**

ACCOUNT NO. 09 19 4027 5777 C0425

Mr. Carr explained that this additional funding would address the 46 locations that were identified on their color coded matrix which were hot spots reported by Public Works over

the course of a few years. The other two (2) drainage studies, other two (2) task orders which total \$350,000 is for drainage area studies of Dreamy Hollow, Stevens, New Canaan and Ponus Avenue. Those 46 locations don't include the 64 streets in the Dreamy Hollow study and the 56 streets in the New Canaan/Ponus Avenue area study. He said the cost is reasonable. Task Order 1A Dreamy Hollow is \$160,000.00, which is about 384 Acres and 64 streets. Task Order 1B \$172,000.00, which is about 470 Acres and 56 streets. He said that this scope is different from the first two (2) task orders because the first two (2) do not include the bid documents, specs and drawings, they only provide a study to give to Public Works.

Mr. Livingston asked if these were all over the City.

Mr. Carr said they don't know how much effort it will take as some locations may take more time than others. The \$250,000 is a ballpark estimate.

Mr. Livingston asked if the other two (2) cover everything on the list.

Mr. Carr answered conceivably. Dreamy Hollow and New Canaan streets are not included but the majority will be.

****MR. LIVINGSTON MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

4. **AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO CARGILL SALT, ROAD SAFETY FOR TREATED ROAD SALT FOR SNOW AND ICE CONTROL, PRICING NOT TO EXCEED \$85.00 PER TON FOR NORMAL AND AFTER-HOUR DELIVERIES EFFECTIVE FOR THE 2019-20 WINTER SEASON.**

ACCOUNT NO. 01 40 25 5322

Mr. Livingston asked about last year's price of road salt.

Mr. Carr answered that the price was about the same. He said that they want to sole source this because of the additive they put in the salt so it doesn't get clumpy and damage the trucks and it disperses on the streets very well.

Mr. Igneri asked if it's the stuff that becomes slimy on the streets and creates slippery roads.

Mr. Carr responded no. Anthem gum is not that product.

Ms. Burns added that it is a proprietary product because it uses anthem gum but it's really called treated salt. She mentioned the brown looking salt and how that is treated with molasses and is environmentally friendly but they found when they purchased the cheaper salt from the State Bid List, as it sits in a pile, the molasses sink to the bottom but the anthem gum stays on the granules. It is the green salt, it costs more per ton but you use less because

it doesn't bounce to the curb so this stays more in the center line where you want it to stay and as it works, it melts across the slope. The cost benefit is actually less.

Mr. Tsiranides said there are a lot of benefits.

Mr. Carr responded yes.

****MS. MELENDEZ MOVED THE ITEM
MOTION PASSED UNANIMOUSLY

- 5. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, ANTHONY CARR, TO ADD ORDERS ON CONTRACT, TO THE PROJECT PM 2019-2 PERMANENT ROADWAY REPAIRS AND SURFACE RESTORATION, FOR AN AMOUNT NOT TO EXCEED \$35,000, FOR THE PURPOSE OF INSTALLING FLEXI-PAVE AROUND APPROXIMATELY 52 TREES, IN THE RAYMOND AND DAY STREET AREA.**

**ACCOUNT NO. 09 17 0910 5777 C0560
 09 17 0910 579G C0560
 09 17 0910 579F C0560**

Ms. Young asked about Flexi-Pave and what it is used for.

Mr. Carr explained that Flexi-Pave is a proprietary product from recycled tires and has been environmentally tested. They are placed in walkways but are effective around trees because the tree grates crack, break and settle or you will find a lot of debris and litter may get underneath space between the top of the grate and the trees. This would allow, as the tree root grow and push up, the flexible pavement to move with the root growth and allows water to get through the same time and holds up very well.

Mr. Hempstead asked if it is mixed in with the pavement.

Mr. Carr responded that it is not mixed in with the pavement but they put mulch in there.

Mr. Tsiranides asked if they have been using this already.

Ms. Burns said yes, it is on Washington Street right now.

Mr. Carr said they require it.

Ms. Burns said it is now the standard because the tree grates, when the trees get bigger no one cuts the grate out, but the Flexi-Pave can act as ADA Compliance because it is level with the sidewalk.

Mr. Igneri asked what happens over time when dirt collects on the surface.

Ms. Burns answered it would have to be vacuumed.

Mr. Igneri asked if you need special vacuums for that.

Ms. Burns answered no, it would be like their vacuum trucks they already have.

Mr. Igneri asked if they would be scheduled to do that on a regular basis.

Ms. Burns said that it would be a bit more expensive so before they do that they have to make sure that the trees are going to live a year because if they put it down and the tree dies then they would have to take it out. There is a year warranty when they purchase the trees so they make sure that the tree lives the first year and just put in mulch. This is for the Raymond and Day Project where they raised the roadway in connection to the Washington Village Phase I and II. The trees have been in there since then and have passed their one (1) year mark and are looking pretty good.

Mr. Carr said that two (2) of the accounts are escrow accounts from Trinity Financial and Spinnaker and the third account is from the Redevelopment Agency.

Ms. Burns continued saying that one of the escrow accounts paid for all of the improvements in front of their own property in that area.

Mr. Tsiranides asked how long does it last.

Ms. Burns answered about 20 to 30 years. She said a lot of communities are using it and it helps with storm water management.

Mr. Corsello said that it could cut liability because there are no cracks on sidewalks from the roots.

Ms. Burns said there are many applications for it plus the cost benefit and compliance for the City.

Ms. Young asked if there is a plan to replace the other grates where there are trees that have something other than this Flexi-Pave.

Ms. Burns said that right now there is not a replacement plan.

Ms. Young mentioned a problem area by the movie theater and restaurants with outdoor seating.

Ms. Burns said the last project that was done in that area where spread is there wasn't any trees that were planted there.

Ms. Young asked but the grates are still there right.

Ms. Burns said there was supposed to be trees but pots were put there instead because there was a lot of underground infrastructure that was not anticipated.

Mr. Carr said there is no plan per se but they require developments.

Ms. Burns said they have a grant for the Wall Street Area from Main to Brook and will do Flexi-Pave there. The color is coco because it looks more like mulch. There is a color chart and a neighborhood may choose a different color.

****MR.IGNERI MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

Information / Discussion

A. Discussion

1. Drainage Project Status

Mr. Carr reported on this item stating that 50% of the work is completed and they are working with the Public Works Operations and Engineering Staff to assist in the field collection efforts. He said that WPCA is currently measuring the depth of every pipe and feeding the information to the consultants and putting it in GIS. There is field data collection taken place which the consultants will put into a model that the consultant will build to mimic the City's existing storm sewer system to find out the problems if any. Once that data has been collected it would be put into a report and then a matrix of options. A public forum is tentatively scheduled for the middle of November and the final report should be completed by December.

Mr. Livingston asked how this fits in with the additional funding that was just approved.

Mr. Carr explained that the Committee just approved additional efforts to study the areas that were not included.

Mr. Livingston asked if the Committee would receive a report such as this one.

Mr. Carr responded that the report would be problem areas, smaller scale repairs.

2. Sediment Removal Contract

Mr. Carr stated that there is a pre-construction meeting scheduled with the contractors for upcoming Thursday. They would most likely start in the Lloyd area. They also have to go through the Army Corp. approval process which the documents were submitted to them on September 19th for consideration. They didn't know they needed the Army Corp. approval until other consultants took a look at it and found out that it is a navigable water body.

Ms. Burns said that every body of water in Norwalk is a navigable water body.

Mr. Carr said that the work could be done in the fall and/or winter months.

3. Potential abandonment/discontinuance of a portion of Howard Avenue

Ms. Burns said that at some point they will be abandoning or discontinuing the very end of Howard Avenue adjacent to the Metro North Railroad.

Mr. Tsiranides asked the location of Howard Avenue.

Ms. Burns responded the back of Norden Place. Howard ends up backing toward the Metro North Railroad Tracks on the other side of Norden. DOT has been accessing the railroad tracks on Howard Avenue for the Walk Bridge construction for the interlocking and they found out, even if you look on GIS, it looks like there is a parcel at the end of Howard Avenue where a sanitary sewer pump station is but there is no land record. They need to do a survey and abandon the property to themselves so it is not just sitting technically in the middle of a City street. In GIS there is an address, 40 Howard Avenue.

Chairman Igneri suspended Items B and C. He asked if there were any last minute items that needed to go to the next Council Meeting.

Mr. Carr responded no.

Mr. Igneri then stated that the next Public Works Committee meeting is scheduled for November 5, 2019 will be cancelled due to Election Day. The meeting after that would be on the first week in December. He said in the interim if there is anything urgent that needs to get on the agenda to let him know. He said that it has been great working on the Public Works Committee, a lot has been accomplished. He thanked the staff and he is supporting the changes.

Ms. Melendez thanked Chairman Igneri for being a great chairman the last four (4) years and said he has done a really great job.

Mr. Livingston seconded that.

Mr. Corsello as well.

B. Customer Service Report May - July 2019

There was no discussion on this item.

C. Monthly Solid Waste Report – April - August 2019

1. 2019 Bulky Collections through August
2. Transfer Station Quarterly Report 2nd Quarter (April, May, June 2019)

There was no discussion on this item.

Upcoming Projects

Adjournment

****MS. MELENDEZ MOVED TO ADJOURN**

****MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 7:33 p.m.

Next Meeting:

Tuesday, December 3, 2019

Public Works Committee Meeting

7:00 P.M. Room 231, Norwalk City Hall

Public Works Committee
2020 Meeting Dates
1st Tuesday of the Month

*Unless stated otherwise

Monday	January 7, 2020	7:00pm	Room 231
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Tuesday	February 4, 2020	7:00pm	Room 231
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Tuesday	March 3, 2020	7:00pm	Room 231
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Tuesday	April 7, 2020	7:00pm	Room 231
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Tuesday	May 5, 2020	7:00pm	Room 231
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Tuesday	June 2, 2020	7:00pm	Room 231
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Tuesday	July 7, 2020	7:00pm	Room 231
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Tuesday	August 4, 2020	7:00pm	Room 231
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Tuesday	September 1, 2020	7:00pm	Room 231
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Tuesday	October 6, 2020	7:00pm	Room 231
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Tuesday	November 3, 2020	7:00pm	Room 231
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Tuesday	December 1, 2020	7:00pm	Room 231
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CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Anthony Carr, P.E., C.F.M. – Chief of Operations and Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*

REF: Professional Engineering Services for the Design of the Historic Street Light System on Wall Street

DATE: November 18, 2019

I have the attached, the proposal from Michael Fabrizi, P.E., President of Southport Associates, PC, for the design of the Historic Street light system on Wall Street for an amount not to exceed \$16,800.00. For this fee, Southport Associates, PC will provide the City with assistance with the selection of the appropriate type of light fixtures of the desired style of light (to be specified by the City), drawings and specifications for the spacing and layout of the Historic Street Lights, underground conduit, wiring, handholes and power controls for the light system on the entire length of Wall Street from East Avenue to West Avenue. The system will be designed so that the first portion of the system can be installed as part of the East Wall Street – Landmark Square Safety, Accessibility and Streetscape Improvement LOTCIP Grant Project (Main Street to Brook Street), but allow the system to be expanded at a later date to East Wall Street (Brook Street to East Avenue) and from West Avenue to the Norwalk River, when funds are available under other projects.

The Department is recommending Southport Associates, PC for this work since this new system must be designed to be compatible with and controlled by the existing lighting control contactor cabinet that is part of the existing street light system on West Avenue and Belden Avenue, which was previously designed by Mr. Fabrizi. The use of a different consulting firm will require the investigation and creation of existing condition drawings that Mr. Fabrizi already has from when he designed the original system, costing the City additional money that can be saved.

I have negotiated a scope of services with Mr. Fabrizi in which they will be compensated for work performed based upon their hourly billable rates, for a sum not to exceed \$16,800.00.

Therefore, I would like to request that the following item be included on the agenda for the December 3, 2019 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light system on Wall Street, for a sum not to exceed \$16,800.00.

Account No. 014030-5258

If you have any questions, please do not hesitate to contact me.

Southport Associates

October 18, 2019

Mr Paul Sotnik
City of Norwalk – Department of Public Works
125 East Avenue
Norwalk, CT 06856-5125

Re: Engineering Services-Street Lighting Replacement

Dear Paul,

Southport Engineering Associates, PC (Southport) would be pleased to provide professional engineering design to support the City of Norwalk (Client) plan for replacing the existing street lighting with LED fixtures. As discussed at our meeting last week, the project includes lights along East Wall street and Wall street. The project will be subdivided into three phases: (1) Brook St. through Main st. (2) Brook St. though Hubbell ln. (3) West side of the Wall St Norwalk River bridge through Belden ave.

Based on our discussion, we will perform the following:

Scope of Services

1. Meet with DPW and utility company representatives.
2. Research acceptable standards for street and sidewalk lighting levels.
3. We will review lighting fixture specifications, plan layouts and photometrics with the vendor (Spec lines). Lighting fixture selections, layout and calculations will be prepared by Spec Lines.
4. Field check existing street lighting power and control and evaluate potential for reuse. Coordinate pole locations with DPW road improvement drawings.
5. Prepare drawings and specifications (suitable for bidding, filling and construction) for new street lighting power and control. Drawings will include underground wiring, conduit and handhole specifications per DPW standards. Electrical specifications will be provided on our drawings. Our work will be shown on CAD backgrounds provided by DPW.
6. Review electrical contractor submittals.

Additional Services

The following services are not included in I. Scope but can be provide upon request:

1. Design drawings to provide underground power feeds to residential and business located in phase 3 areas where existing overhead utility lines are relocated underground.
2. Preparation of bidding documents & cost estimating.

3. Lighting fixture pole & illumination selection, photometric calculations.
4. Short Circuit and Arc Flash Study.
5. Other technical services as may be required.

Fees, Expenses, Terms and Conditions

The fee for Scope of Services shall be a not to exceed amount of \$16,800. Invoices will be issued monthly, based on progress, in accordance with the attached rate sheet.

Our fee for Additional Services, if required and authorized by the Norwalk in advance, shall be on a T & M basis, in accordance with actual time expended and our normal hourly rates.

The only reimbursable expenses envisioned shall be for travel, drawing reproductions, drawing scanning and express mailings; these will be billed at 1.1 x cost. No other expenses will be billed unless approved by the Norwalk in advance.

Time to Complete

We will require approximately four weeks for completing the evaluation. Please provide a signed copy of this proposal as authorization to proceed.

We look forward to working with you on this project and helping to bring it to a successful completion.

Sincerely,
Southport Engineering Associates, PC.



Michael F. Fabrizi, P.E.
President

Attachment – rate sheet /terms

ACCEPTED FOR CITY OF NORWALK
(CLIENT)

BY: _____

TITLE: _____

DATE: _____

Professional Fees and Expenses

As January 1, 2019

I. Professional Fees shall be based on the:

1. Lump sum as provided in Proposal, or
2. Ranges of hourly billing rates effective January 1, 2019 as follows (rates to remain effective for 1 year from date of proposal):

Principals:	\$235. to \$300.
Senior Project Engineers:	\$175. to \$225.
Project Engineers:	\$135. to \$175.
Senior Engineers:	\$165. to \$220.
Engineers:	\$110. to \$165.
Senior Designers:	\$145. to \$180.
Designers:	\$ 90. to \$150.
Senior Drafters:	\$ 85. to \$120.
Drafters:	\$ 65. to \$ 95.
Intern Engineers:	\$ 40. to \$ 60.
Project Assistants:	\$ 35. to \$ 60.
Administrative Staff	\$ 35. to \$ 55.

Note: Unless explicitly stated in Proposal, our services do not include staff presence at depositions or testimony in court, nor associated legal fees. Should this occur, a multiplier of 2X would be added to the above billing rates for staff time, and a 1.1X mark-up would be applied to the associated legal fees.

II. Expenses shall be a:

1. Lump sum as provided in Proposal, or
2. At cost with markup as provided in the Proposal.

III. Payment:

1. Unless otherwise provided in the Proposal, fees and expenses will be billed the first of each month for work completed but unbilled.
2. Payment shall be due within thirty (30) calendar days of the invoice date, with interest then added at a rate of 1.5% per month, unless otherwise provided in the proposal.

Standard Terms and Conditions

These "Terms and Conditions" are attached to and are a part of Agreements and/or Authorization for Services by Southport Engineering Associates, PC ("Southport")

I. RESPONSIBILITIES OF SOUTHPORT

- A. Southport will perform professional engineering services as specified under Scope of Services, and, when authorized, Additional Services.
- B. Limitation of Liability. In consideration of the limited ability of the Engineer to affect the risks inherent in the Project, and of the disparity between Engineer's fee and the potential liability exposure for problems or alleged problems with the Project, Client agrees that if Engineer should be found liable for loss or damage due to a failure on the part of Engineer, its liability to Client or any third party shall be limited to a refund of Engineer's fee, as liquidated damages and not as a penalty, and this liability is exclusive. This paragraph shall apply in the event of loss or damage, directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from the negligence, active or passive, of Engineer, its architects, agents, employees, or independent contractors.

II. RESPONSIBILITIES OF CLIENT

- A. Provide all criteria and full information as to requirements for the project.
- B. Furnish all related drawings, specifications, test reports, cut sheets, utility bills, etc.
- C. Designate a person to act as representative with respect to professional and contractual services of Southport.
- D. Give prompt notice to Southport of any developments that affects the scope and/or timing of Southport's services.
- E. Coordinate Southport's work with that of other consultants.
- F. If Southport is not providing services during the construction process, the client hereby agrees:
 - i. To contract Southport if construction documents are unclear or errors or omissions are discovered.
 - ii. That Southport will not be liable, where client and/or contractor make his own interpretation of and/or revised the original intent of the construction documents and design drawings.
- G. Disclose the source and amount of funding for the project.

III. PERIOD OF SERVICE

The services of Southport and compensation therefore have been agreed to in anticipation of the orderly and continuous progress of the project as specified under "Scope of Services".

IV. COMPENSATION

- A. All fees for services and reimbursable expenditures will be billed by Southport on a monthly basis and such charges are due upon receipt. If payment is not received by Southport within thirty (30) days, Southport may:
 - i. After giving seven day's written notice, suspend work until payment is received, and/or
 - ii. Add a service charge of one and one-half (1 ½) percent per month. In the event of any non-payment of any amounts billed and due, Client agrees to pay service charge and all costs of collection, including attorney's fees. Any delay caused by a suspension of work under this paragraph shall not be deemed a breach of this Agreement by Southport.

- B. Additional Services that exceed the work outlined in Scope of Services will be performed upon appropriate authorization. These Additional Services will be due and payable to Southport in accordance with the compensation terms outlined above.
- C. If the project is postponed, delayed, suspended, or abandoned for any reason, Southport will be paid for all work already performed, based on progress, plus all additional costs incurred by Southport due to said postponement, delay, suspensions or abandonment.

V. MISCELLANEOUS

- A. If, at any time, the scope of the project is changed from that on which the Agreement for engineering services is based, the scope and compensation will be subject to renegotiation.
- B. It is expressly understood and agreed, notwithstanding any reference to any rule or regulation, that Southport has no responsibility or duty for guaranteeing, warranting, directing, or superintending the contractors' work methods, safety of the job site, processes, failure to carry out the work in accordance with contract requirements, timeliness in performance of the work, or any other aspect of construction for which the contractors have responsibility.
- C. This agreement may be terminated by either party on seven (7) days written notice to the other party, in which case, Southport will be paid for all work already performed.
- D. The only warranty or guarantee made by Southport in connection with the services performed hereunder, is that Southport will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of the engineering profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by this proposal for consulting services or by furnishing written or oral reports.
- E. Southport and client each binds himself and his partners, successors, executors, administrators, officers, directors, assigns and legal representatives unto the other in respect to all covenants, agreements, and obligations of this Agreement.
- F. In addition, and notwithstanding any other provisions of this agreement, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Southport, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct, and therein subject to the limitations of paragraph 1B.
- G. It is understood and agreed that in seeking the professional services of Southport under this agreement, the Owner is, or may be, requesting Southport to undertake uninsurable obligations for the Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, the Owner agrees to hold harmless, indemnify, and defend Southport from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind.

SOLE SOURCE PROCUREMENT REQUEST

Date - November 18, 2019

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a **Procurement Request Form** and complete specifications.

Sole source procurement of Electrical Engineering Design services. (See attached description).

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☒ Other, please explain -

One vendor able to complete work without duplication. Electrical Eng. Design services (See attached description).

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

There is only one vendor able to do work without the duplication of previously completed work. This contract is for Electrical Eng. Design services for the underground Historic Street Light system on Wall Street, meeting City specifications. This new system is to be designed to be compatible with and controlled by the existing lighting control contactor cabinet that is part of the system on West Ave. and Belden Ave., previously designed by Michael Fabrizi, P.E., President of Southport Associates. The use of another consulting firm will require the investigation and creation of existing condition drawings that Mr. Fabrizi already has since he designed the original system, costing the City additional money that can be saved.

Anthony R. Carr, PE, CFM Digitally signed by Anthony R. Carr, PE, CFM
Date: 2019.10.10 13:43:45 -0400

Department Head's Signature

The Purchasing Agent

☒ Supports ☐ Does not support

Corporation Council

☒ Supports ☐ Does not support

This request for a sole source purchase

Signature

Signature

SOLE SOURCE PROCUREMENT

Definition.

A proprietary vendor or sole source, as generally understood is one whose product is the only one which will meet a particular need.

A contract may be awarded for a supply, service, or construction item without competition when the Purchasing Agent, and Corporation Counsel or a designee of either office determines in writing that there is only one source for the require supply, service or construction item.

Application.

The provisions of this Regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Policy on Emergency Procurements.

Conditions for Use of Sole Source Procurements.

Sole source procurements is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances which could necessitate sole source procurement:

- (a) where the compatibility of equipment, accessories, or replacement parts is of paramount consideration ;
- (b) where the sole supplier's item is needed for trial use or testing;
- (c) where the sole supplier's item is to be produced for resale or donation.
- (d) where public utility services are to be used.

The determination as to whether a procurement shall be made as a sole source is to be made by the Purchasing Agent, based on written justification put forward by the requesting Department. Such determination and the basis thereof are to be in writing. The Agent may specify the application of such determination and the duration if its effectiveness.

The Purchasing Agent's determination is to be reviewed by Corporation Council and, if over \$20,000.00, approved by the Common Council.

In cases of reasonable doubt, competition should be solicited. Any request by a Department that a procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

Negotiation In Sole Source Procurement.

The Purchasing Agent will conduct negotiations, as appropriate, as to price, delivery, and terms.



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Sharon Conners – Purchasing Agent

CC: Anthony Carr, P.E., C.F.M. – Chief of Operations and Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer 

REF: Professional Engineering Services for the Design of the Historic Street Light System on Wall Street

DATE: November 18, 2019

I am providing additional information as backup to the Sole Source Procurement Request in the form of a detailed description below.

This work consists of the Electrical Engineering design services for the underground Historic Street light system on Wall Street to meet City specifications. This new system must be designed to be compatible with the existing system on West Avenue and Belden Avenue, previously designed by Michael Fabrizi, P.E., President of Southport Associates. The system will be designed so that the first portion of the system can be installed as part of the East Wall Street – Landmark Square Safety, Accessibility and Streetscape Improvement LOTCIP Grant Project (Main Street to Brook Street), but allow the system to be expanded at a later date to East Wall Street (Brook Street to East Avenue) and from West Avenue to the Norwalk River, when funds are available under other projects.

The Department is recommending Southport Associates, PC for this work so that the new system will be compatible with and controlled by the existing lighting control contactor cabinet that is part of the existing street light system on West Avenue and Belden Avenue. The use of a different consulting firm will require the investigation and creation of existing condition drawings that Mr. Fabrizi already has from when he designed the original system, costing the City additional money that can be saved.

Southport Associates, PC will provide the City with assistance with the selection of the appropriate type of light fixtures of the desired style of light (to be specified by the City), drawings and specifications for the spacing and layout of the Historic Street Lights,

underground conduit, wiring, handholes and power controls for the light system on the entire length of Wall Street from East Avenue to West Avenue.

I have negotiated a scope of services with Mr. Fabrizi in which they will be compensated for work performed based upon their hourly billable rates, for a sum not to exceed \$16,800.00.

If you have any questions, please do not hesitate to contact me.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



June 21, 2019

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851-5125

Dear Mayor Rilling:

Subject: State Project 102-350
F.A.P. No. PEDS(163)PE
Norwalk River Valley Trail – Phase 2
City of Norwalk

The subject project proposes to connect the existing Norwalk River Valley Trail (NRVT) from Union Park South to New Canaan Avenue in the city of Norwalk. The project is currently in the final design phase with an anticipated design completion date of July 31, 2019. This letter is to notify you that there is a pending lease agreement that will need to be executed between the City of Norwalk (City) and the State of Connecticut's (State) Department of Transportation (Department) prior to authorizing any construction funds for the project.

The Department has been coordinating with the City since April 2018 when it was determined that a lease agreement would be required between the City and the Department to construct a section of the trail located within the State's surplus property that was acquired as part of the "Super 7 Corridor" project. The City had concerns with the lease agreement's standard environmental indemnification language and the design of the subject project was placed on hold, pending resolution of this issue. On October 24, 2018, the City notified the Department that the lease agreement, as written, is acceptable and to move forward with processing the agreement. The Department resumed administering the design of the project in good faith, to deliver the project within the current federal fiscal year.

Recently, the Department was made aware that the City still has issues with the standard language of the lease agreement and that the City, along with several other towns, is seeking assistance from the Governor's office to resolve this issue. Please be advised that the language in the lease agreement is standard on all Department projects and is not amendable as part of this project.

The Honorable Harry W. Rilling

-2-

June 21, 2019

In order for the project to move forward, execution of the aforementioned lease agreement is required. A copy of the lease agreement is enclosed for your signature. Please return an original signed copy of the lease agreement to the Department by July 26, 2019. Delivery of the project is contingent on receipt of the signed lease agreement.

If you have any further questions, please contact me at (860) 594-3150.

Very truly yours,



Scott Hill, P.E.
2019.06.21
12:18:17-04'00'

Scott A. Hill, P.E.
Assistant Chief Engineer
Bureau of Engineering & Construction

Enclosure

cc: Mr. Michael Yeosock, Assistant Director of Transportation, City of Norwalk

LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
CITY OF NORWALK
RIVERSIDE AVENUE (S.R.809)
(NORWALK RIVER VALLEY TRAIL)
CITY OF NORWALK
FILE NO. 102-119-03A

THIS LEASE AGREEMENT ("Lease") is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation ("Lessor"), Joseph J. Giulietti, Commissioner, acting herein by Terrence J. Obey, Director of Rights of Way, Bureau of Engineering and Construction, duly authorized, and the City of Norwalk ("Lessee"), a Connecticut Municipal Corporation, having a mailing address of 125 East Avenue, Norwalk, Connecticut 06851, acting herein by Harry W. Rilling, Mayor, duly authorized. Lessor has the authority, pursuant to Section 13a-80 of the Connecticut General Statutes, as revised, to enter into this Lease with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut, and the State Properties Review Board of the State of Connecticut.

Subject to all the terms and conditions of this Lease, and in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee agree as follows:

1. Demise. Lessor does hereby lease and demise to Lessee and Lessee does hereby lease and take from Lessor, subject to all stipulations, restrictions, specifications and covenants herein contained, the premises situated in the City of Norwalk, County of Fairfield, and State of Connecticut, on the northerly side of Riverside Avenue (S.R.809), with appurtenances thereon, if any, containing approximately 2,692± square feet (the "Premises"), as shown on a Map which is set forth on EXHIBIT A attached hereto. Lessee accepts possession of the Premises "AS-IS, WHERE IS, WITH ALL FAULTS" and subject to all restrictions, easements and matters of record.

2. Term. The term of this Lease shall commence on the Effective Date (as defined in Section 9) and continue in full force and effect for five (5) years thereafter, unless this Lease is terminated earlier or extended pursuant to the provisions hereof (the "Term").

2.A. Option to Extend. Provided Lessee is not in default under this Lease, Lessee shall have two (2) consecutive options to extend the Term of this Lease (each an "Extension Option") for a further period of five (5) years each (each an "Extension Term"), subject to all of the terms and conditions set forth in this Lease, except for Rent which shall be subject to an update to market conditions based on a review of the same by Lessor. Rent for each Extension Term will be determined by Lessor and set forth in a written "Option Letter" from Lessor which must be agreed to and signed by Lessee prior to the commencement of any Extension Term. Said Option Letter shall become a part of the executed Lease. Lessee shall provide Lessor Official Notice (as set forth in the Specifications, hereinafter defined) of its exercise of an Extension Option not less than sixty (60) days nor more

than one hundred fifty (150) days prior to the expiration of the initial Term and, if applicable, the first Extension Term. If Lessee fails to give any such notice within the aforesaid time limitation, at the sole discretion of Lessor, Lessee's right to exercise an Extension Option shall be deemed to be waived.

3. Rent. There shall be no monthly monetary consideration to the State, as long as the Premises remains free to the Public.

4. Use. The Premises shall be used and occupied by Lessee solely for the purpose of construction, maintenance and authorized alternative use and temporary occupancy, in conjunction with the Norwalk River Valley Trail (NRVT) and for no other purpose unless specifically approved in writing by an authorized representative of Lessor. Lessee acknowledges and agrees that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses, including Lessee's use, are temporary and subordinate thereto.

4.A. The lessee shall not install signage that designates the premises as a 'Park'. Additionally, any/all improvements to the property are at the sole expense of the lessee and the state is not responsible for moving, relocating any improvements should the agreement be cancelled or expire.

5. Specifications & Covenants. The parties agree that this Lease is made subject to each and every specification and covenant contained in the "Standard Highway Lease Specifications & Covenants: Governmental, dated April 1, 2019" (the "Specifications") which is incorporated as if fully set forth herein and attached hereto as EXHIBIT B.

6. Insurance. Lessee agrees, at its sole cost and expense, to secure and maintain for the duration of the Term, including any Extension Terms, the liability insurance coverage set forth or otherwise required pursuant to the Specifications, with Lessor and the State of Connecticut being named as additional insured parties.

6.A. The lessee may pursue any all claims, including environmental claims, against any responsible or negligent third party arising in connection with such indemnification obligations.

7. Permit. If any improvements are planned to be made to the Premises, prior to making any such improvements, Lessee must obtain a permission from the Department of Transportation, Division of Rights of Way, Property Management section, 2800 Berlin Turnpike, Newington, Connecticut, 06131.

8. Termination. This Lease may be terminated at any time, with or without cause, by either party, by giving the other party at least thirty (30) days prior Official Notice (as defined in the Specifications). Upon expiration of said notice period, this Lease shall terminate with the same effect as if the date specified in such notice were the expiration date originally specified in this Lease.

9. Effective Date. This Lease shall become effective and binding on Lessor and Lessee as of the date it shall have been approved by the Attorney General of the State of Connecticut, as evidenced by the signature provided below (the "Effective Date").

[Signature pages immediately follow.]

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Joseph J. Giulietti, Commissioner

By Terrence J. Obey
Director of Rights of Way
Bureau of Engineering and Construction

Date: _____

Personally appeared for the State, Terrence J. Obey, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Director of Rights of Way, Bureau of Engineering and Construction, before me.

Notary Public

(Lessee)
City of Norwalk

By Harry W. Rilling
Mayor

Date:

Personally appeared for Lessee, Harry W. Rilling, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of City of Norwalk, and his free act and deed as Mayor, before me.

Notary Public

File No.: 102-119-03A

This Lease is made with the advice and consent of the undersigned in conformance with Section 13a-80 of the Connecticut General Statutes, as revised.

Paul Hinsch, Policy Director of
Asset Management
Office of Policy & Management
State of Connecticut

Date: _____

Name:
Title:
State Properties Review Board

Date: _____

APPROVED:

William Tong
ATTORNEY GENERAL

By: _____
Joseph Rubin
Assistant Deputy Attorney General

Date: _____

EXHIBIT B

STANDARD HIGHWAY LEASE

SPECIFICATIONS & COVENANTS: GOVERNMENTAL

Connecticut Department of Transportation
Bureau of Engineering and Construction
Division of Rights of Way
Leasing Section

April 1, 2019

A. Definitions.

The following definitions shall apply to this Standard Highway Lease Specifications and Covenants, except as otherwise provided:

"C.G.S." shall mean the Connecticut General Statutes.

"Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

"Contractor" means a person or entity that Lessee contracts with to perform work or to provide materials or supplies.

"Environmental Laws" shall mean and include any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.*, the Federal Oil Pollution Act of 1990, 33 U.S.C. Section 2701, *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. Section 401 *et seq.*, and all rules and regulations of the United States Environmental Protection Agency, or any other State, local or Federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

"Lessee Parties" means a Lessee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Lessee is in privity of oral or written contract and Lessee intends for such other person or entity to perform under this Lease in any capacity.

"Records" means all working papers and such other information and materials as may have been accumulated by Lessee in performance of this Lease, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

"State" means Lessor, the State of Connecticut, and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.

B. Specifications and Covenants.

(1) Utilities. Lessee shall pay the costs of all water, electricity and other public utilities either supplied to Lessee pursuant to this Lease or obtained independently by Lessee.

(2) Taxes. Lessee hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Lease. A grant-in-lieu of taxes (under Section 12-19a of the C.G.S.) shall be assumed by Lessee for the period coincident with the Term, including any Extension Terms, if such a grant-in-lieu of taxes concerning the Premises is required of Lessor.

(3) Maintenance. Lessee agrees to maintain the Premises in a clean condition, to the satisfaction of Lessor, and to arrange for the orderly use of the Premises. Lessee further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the Premises' parking lots, access drives and sidewalks abutting the Premises, if any, shall be the obligation of Lessee.

(4) Storage Prohibition. Lessee agrees that Lessee shall not store any junk on the Premises and shall not allow anyone

else to store junk on the Premises. The term "junk" shall mean, without limitation, demolition waste, old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials, or any other form of solid waste.

Lessee shall not allow any unregistered or abandoned motor vehicles (including, but not limited to, commercial vehicles) to remain on the Premises and shall cause the same to be removed. Lessee shall not allow any boats, recreational vehicles or trailers to be stored on the Premises.

(5) Assignment and Subletting. Lessee shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of an authorized representative of Lessor and, if appropriate, the Federal Highway Administration.

(6) Indemnification.

- (a) Lessee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Lease, including, without limitation, the acts of commission or omission (collectively, the "Acts") of Lessee or Lessee Parties and any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Lease. Lessee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section 6. Lessee's obligations under this section 6 to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of Lessee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) Lessee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) Lessee shall reimburse the State for any and all damages to the real or personal property of State caused by the Acts of Lessee or any Lessee Parties. The State shall give Lessee reasonable notice of any such Claims and Lessee shall reimburse the State within sixty (60) days of the notice.
- (d) Lessee's duties under this section 6 shall remain fully in effect and binding in accordance with the terms and conditions of this Lease, without being lessened or compromised in any way, even where Lessee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) Lessee shall carry and maintain at all times during the Term, including any Extension Terms, and during the time that any provisions survive the Term, including any Extension Terms, sufficient insurance as set forth in section 7 to satisfy its obligations under this Lease. Lessee shall name the State as an additional insured on the policy. Lessor shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that Lessor or the State is contributorily negligent.
- (f) Lessee shall, or if Lessee is one of several lessees (collectively, "All Lessees"), All Lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, Claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees arising out of or attributable to any or All Lessees, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to any or All Lessee(s), or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to any or All Lessee(s).
- (g) This section 6 shall survive the expiration or earlier termination of this Lease and shall not be limited by reason of any insurance coverage.

(7) Insurance.

- (a) Lessee agrees to secure and maintain during the Term of this Lease, including any Extension Terms, and also agrees that it will ensure that any and all Contractors maintain the following minimum insurance coverages, at no cost to the State:

(i) COMMERCIAL GENERAL LIABILITY INSURANCE including Contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of, all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period;

ii) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Lease with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If the Lessee does not own an automobile, but one is used in the execution of the Lease, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Lease then automobile coverage is not required.

(iii) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers all of Lessee's employees at or working from the Premises, which coverage shall include Employer's Liability Insurance with minimum limits of:

- A. \$100,000 Each Accident (bodily injury by accident);
- B. \$500,000 Disease - Policy limit (bodily injury by disease); and
- C. \$100,000 Disease - Each Employee (bodily injury by disease).

(iv) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY) in the event Lessee and/or any of its Contractors provide any architecture, engineering, design, accounting, legal or other professional services under or in connection with this Lease and/or at or with regard to the Premises, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Lease or the project to which it relates, whichever is earlier.

- (b) All products and completed operations coverage required to be maintained by Lessee and its Contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

- (c) Notwithstanding any other provision of this section 7 to the contrary, any party required to maintain insurance hereunder shall be deemed to be in compliance with this section 7 even if such party's insurance policy(ies) are not written for amounts specified in subsection 7.(a) above (other than worker's compensation insurance), provided said party carries Umbrella Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella Liability insurance follow(s) the form of said party's primary coverages.

- (d) Except as otherwise provided to the contrary in this section 7, any insurance required by this Lease may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Lessee shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the State that the same complies in all respects with the provisions of this Lease, and that the coverages, and the protection afforded the State, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the Premises and/or the work, if any, to be performed by Lessee or its Contractors.
- (e) The State and its officers, agents and employees (collectively, "State Indemnified Parties") shall be named as additional insureds under any and all coverages maintained pursuant to section 7 (a)(i) and (ii) above as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.
- (f) Upon Lessee's execution of this Lease and on or before the tenth (10th) business day preceding every subsequent anniversary date of the execution of the Lease during the Term and any Extension Term, Lessee agrees to furnish to the State one (1) or more certificates of insurance evidencing that Lessee and its Contractors have obtained the insurance required hereunder. Each certificate of insurance shall be in such form as is supplied or approved by the State, fully executed by an insurance company or companies satisfactory to the State, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the State in writing. Lessee shall produce, and shall require its Contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, Lessee and/or its Contractors, as appropriate, may redact provisions of any policy that are clearly proprietary. If, at any time during the Term, including any Extension Terms, of this Lease, Lessee or its Contractors shall fail to provide any such insurance documentation within five (5) business days period, or duly maintain (or ensure that its Contractors maintain) all required insurance coverage in full force and effect, then the State, in addition to any other remedies it may have, all of which are reserved for the State, may either immediately terminate this Lease or procure or provide alternate insurance coverage and charge Lessee the cost thereof, which amounts shall then be promptly paid by Lessee to the State. Copies of all required insurance policies shall be retained by Lessee until three (3) years after the expiration of the Term (including any Extension Terms) of this Lease.
- (g) Each policy of insurance maintained pursuant to this Lease shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to the State, in the manner set forth in section 22 of these Specifications for providing Official Notice, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to the State hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.
- (h) All of Lessee's and its Contractors' insurers shall be licensed to do business in the State and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.
- (i) Lessee and its Contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of Lessee's or its Contractors' insurers shall have any right of subrogation or recovery against the State or any of the other State Indemnified Parties, all of which rights are hereby waived by Lessee. All insurance maintained by Lessee and its Contractors shall be primary and noncontributory and shall not be in excess of any other insurance.
- (j) Nothing herein shall preclude any party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, provided, however, that all liability insurance maintained by Lessee or its Contractors which covers the Premises and/or any work to be performed under this Lease shall name the State as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by Lessee and/or its Contractors, and shall not contribute with it.
- (k) Lessee shall neither do nor allow its Contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this section 7 shall or may be invalidated in whole or in part. In the

event that any of the Contractors so acts (or fails to act), then Lessee shall promptly use commercially reasonable efforts to eliminate that condition.

- (l) The State shall have the right to review and revise the insurance requirements applicable to Lessee and its Contractors during the Term of this Lease, including any Extension Terms, and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the State reasonably deems to be prudent, in its sole discretion under the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.
 - (m) Unless requested otherwise by the State, Lessee, its Contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any State Indemnified Parties, unless, and then only if and when, approved in writing by the State, which approval may be withheld in its sole and absolute discretion. Lessee shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
 - (n) The failure of the State, at any time or from time to time, to enforce the provisions of this section 7 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of Lessee to indemnify, defend and hold and save harmless the State or the State Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by Lessee or its Contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Lease or other contracts.
 - (o) Lessee shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.
 - (p) The provisions of this section 7, shall be incorporated and made a part of each contract or other agreement which Lessee enters into under or in connection with this Lease or the Premises with any third party (which shall include a Contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the Premises) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any Contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this section 7, Lessee may request the State to approve different levels and/or types of coverage for such Contractor. The State may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.
 - (q) The provisions of this section 7 shall survive the expiration or earlier termination of this Lease, as the same may be extended and in any holdover period.
- (8) Inspection. Lessor and, if appropriate, the Federal Highway Administration, shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. Lessor shall notify Lessee by letter of its intention, stating the time when such work is to be performed. However, if any emergency arises, a telephone call from an authorized representative of Lessor shall suffice. Lessee agrees that upon being notified by Lessor, Lessee shall take steps, as necessary, to have the Premises closed to all persons and cleared of all vehicles.
- (9) Appearance. Lessee agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by Lessor, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to the written approval of an authorized representative of the State. If Lessee elects to utilize the former course of action, the work shall be completed in accordance with a planting schedule approved by an authorized representative of the State.
- (10) Signage. Lessee shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Lease, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from an authorized representative of Lessor.

(11) Site Improvements & Encroachment Permit.

- (a) If deemed necessary by Lessor, Lessee agrees to perform the following during the Term and any Extension Terms, at its sole cost and expense:
- (i) surface and grade the Premises, as may be required by Lessor, for the maintenance of the specified use, as approved by an authorized representative of Lessor in writing;
 - (ii) install and maintain fencing or another device suitable to Lessor around the Premises, so as to control the ingress and egress of vehicles and persons to and from the Premises;
 - (iii) install and maintain a suitable electrical system for the lighting of the Premises as approved by an authorized representative of Lessor. Such electrical system and Lessee's installation and maintenance, thereof, shall not interfere with or damage any of Lessor's facility and/or its appurtenances or impede the operation, use and/or maintenance thereof;
 - (iv) install and maintain suitable devices approved by an authorized representative of Lessor for the protection of all piers or pier columns and appurtenances, if any, located on the Premises; and
 - (v) install and maintain a suitable drainage system as approved by an authorized representative of Lessor, for the purpose of draining surface water from the Premises. Such drainage system or Lessee's installation and maintenance thereof shall not interfere with or damage any portion of Lessor's facility and/or its appurtenances or impede the operation and maintenance thereof.
- (b) Lessee agrees that no improvements that Lessee may want to undertake shall be undertaken until written approval is received from an authorized representative of the State and, if appropriate, the Federal Highway Administration. Lessee agrees that as an integral part of the process of obtaining the above-mentioned written approval, Lessee shall apply for and, if the application is granted, shall comply with a permit or permits (each an "Encroachment Permit") issued by Lessor in conformance with all pertinent provisions of the current Encroachment Permit regulations, including amendments thereto. Lessee shall comply with the applicable provisions of 23 C.F.R. Section 710, Subpart D, which is hereby made a part hereof by reference. Lessee must contact the applicable Special Service Section Chief as set forth in this Lease, to apply for an Encroachment Permit. Lessor and, if appropriate, the Federal Highway Administration, reserve the right to review and approve all plans prior to any and all construction and site improvements at the Premises.

(12) Zoning Compliance. Lessee agrees to comply with and conform to all the laws of the State, and the ordinances and zoning regulations of the town(s) in which the Premises is located, regarding health, nuisance, fire, highway, and sidewalks, so far as the Premises is or may be concerned.

(13) Environmental Law. Lessee shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, Lessee shall not and Lessee shall not allow others to store, generate or use any Hazardous Substances at, on, or under the Premises.

(14) Survival of Obligations. All of Lessee's obligations hereunder (including, but not limited to, the payment of Rent) shall survive the termination or expiration of this Lease or any other agreement or action, including, without limitation, any consent decree or order between Lessee and the government of the United States or any department or agency thereof, the State and/or any municipality.

(15) Mining Rights. Lessor reserves mining and excavating rights with regard to the Premises. Lessee shall not remove sand, gravel or other fill material from the Premises.

(16) Removal of Personalty and Restoration. Upon termination of this Lease for any reason, Lessee shall, time being of the essence, promptly vacate the Premises, remove all of its personal property from the Premises at Lessee's own expense, and, at its sole cost and expense, leave the Premises in as good or better condition as when it took occupancy, reasonable use excepted. Lessee agrees that no relocation benefits of any kind will be paid to Lessee by Lessor.

Lessee agrees that at the termination of this Lease for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be

the property of Lessor (Lessee shall have no rights and hereby waives all rights to any payment or compensation for such items), or at Lessor's option, Lessee shall restore the Premises to the same physical condition existing immediately before the execution of this Lease, at no expense to Lessor. In the event Lessee fails to fulfill this obligation within a reasonable time when requested by Lessor, Lessor shall, at its option: (a) arrange to have the work performed and shall bill Lessee for all expenses incurred and Lessee agrees to promptly pay when billed without recourse; or (b) in the event Lessee was required to obtain a Bond under this Lease, seek recourse under the Bond to have the work performed. In the event the proceeds from the Bond fail to satisfy the cost for the work performed, Lessee agrees to promptly pay the balance to Lessor without recourse.

(17) Holdover. In the event Lessee holds-over after the expiration of or termination of this Lease without the written consent of an authorized representative of Lessor, Lessee shall pay, effective upon the expiration of the Term, any Extension Term or termination of this Lease, one-and-one-half (1.5) times the current Rent due hereunder for the hold-over period and shall also pay any damages incurred by Lessor as a result of such holding over. No holding over by Lessee after the Term or any Extension Term of this Lease shall be construed to extend the Term or any Extension Term. Any holding over with the written consent of an authorized representative of Lessor shall thereafter convert this Lease to a month-to-month lease.

(18) Agent for Service. The Connecticut Secretary of the State (including any successor thereto) is hereby appointed by Lessee as its agent for service of process for any action arising out of or as a result of this Lease, such appointment to be in effect throughout the Term and any Extension Term and six (6) years thereafter, except as otherwise provided by the C.G.S.

(19) Civil Rights. As a condition to receiving Federal financial assistance under this Lease, if any, Lessee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments attached hereto, all of which are hereby made a part of this Lease.

(20) Contract and Ethics Compliance. Lessee hereby acknowledges and agrees to comply with the following:

- (a) CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities," dated March 3, 2009, as may be amended from time to time, a copy of which is attached hereto and made a part hereof; and
- (b) the policies enumerated in "Connecticut Department of Transportation Policy Statement, Policy No. F&A-10, SUBJECT: Code of Ethics Policy," updated to 2014, a copy of which is attached hereto and made a part hereof.

(21) Official Notice. Any notice from one party to the other party (or parties) to this Lease (an "Official Notice"), in order for the same to be binding, shall:

(a) Be in writing (hardcopy) and addressed to:

(i) When the State is to receive such notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

(ii) When Lessee is to receive such notice:

SEE PAGE 1 OF AGREEMENT

- (b) Be delivered in person with written acknowledgement of receipt, be mailed by the United States Postal Service – "Certified Mail, Return Receipt Requested", or be delivered by a recognized overnight delivery service, to the address of the recipient(s) set forth above; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

It is understood and agreed that nothing set forth above shall preclude the parties from subsequently agreeing in writing to designate alternate persons (by name, title, and affiliation) to which any Official Notice is to be addressed; alternate means of conveying Official Notices; or alternate locations for the delivery of Official Notices, provided that any such subsequent agreement is made in accordance with the terms and conditions of this Lease.

(22) Certification – Suspended or Debarred Parties. Pursuant to Section 31-53a C.G.S., suspended or debarred Lessees, second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

- (a) The signature on this Lease by Lessee shall constitute certification that to the best of its knowledge and belief Lessee or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:
 - (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) has not within the prescribed statutory time period preceding this Lease been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (a)(ii) of this certification; and
 - (iv) has not within a five (5) year period preceding this Lease had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where Lessee is unable to certify to any of the statements in this certification, Lessee shall attach an explanation to this Lease.
- (c) Lessee agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:
 - (i) The prospective subcontractor, sub-subcontractors, or participant(s) certifies, by submission of the proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
 - (ii) Where the prospective subcontractors, sub-subcontractors, or participant(s) is unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation.

(23) Compliance with ADA. This clause applies to those Lessees who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the Term. Lessee represents that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of Lessee to satisfy this standard as the same applies to performance under this Lease, either now or during the Term and any Extension

Term, will render this Lease voidable at the option of Lessor upon notice to Lessee. Lessee warrants that it will hold State harmless and indemnify State from any liability which may be imposed upon State as a result of any failure of Lessee to be in compliance with the Act, as the same applies to performance under this Lease.

(24) Governing Law; Venue. The parties deem this Lease to have been made in the City of Hartford, State of Connecticut. The parties agree that it is fair and reasonable for the validity and construction of this Lease to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against Lessor, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State. Lessee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(25) No Waiver. The parties acknowledge and agree that nothing in this Lease shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Lease. To the extent that this section 25 conflicts with any other section of this Lease, this section 25 shall govern.

(26) Claims against Lessor. Lessee agrees that the sole and exclusive means for the presentation of any Claim against Lessor arising from or in connection with this Lease shall be in accordance with Chapter 53 of the C.G.S. ("Claims against the State") and Lessee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(27) Executive Orders. This Lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Lease as if they had been fully set forth in it. This Lease may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of this Lease as if they had been fully set forth in it. At Lessee's request, Lessor shall provide a copy of these orders to Lessee.

(28) Entire Agreement. This Lease, including this "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation: Governmental", when fully executed by both parties constitutes the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Lease shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

(29) Single Audit Act. That Lessee receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. Lessee receiving state funds must comply with Section 7-396a C.G.S., and the State Single Audit Act, Sections 4-230 through 236 C.G.S. inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Lessee that expends a total amount of Federal awards: 1) equal to or in excess of \$750,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$750,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Lessee that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Sections 4-230 to 4-236 C.G.S., hereinafter referred to as the State Single Audit Act or a program audit; 2) less than

\$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited Lessee shall provide supplementary schedules with the following program/grant information: the program/grant number, Lessor's project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. See the schedule entitled "Supplementary Program Information," attached herewith, for format.

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by Lessor must be reconciled and resolved immediately.

Except for those projects advertised by the State, Lessee agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Lease or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request. The audited Lessee must obtain written approval from the appropriate division within Lessor prior to destruction of any records and/or documents pertinent to this Lease.

Lessee shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of Lessee and the CPA pertaining to this Lease.

(30) Environmental Event and Environmental Records Retention. For purposes of this section 30, the term "State" shall mean the agency through which this Lease was entered into on behalf of the State of Connecticut. Lessee, for a period of ten (10) years following the date of termination of this Lease, shall maintain copies of all Records required by law to be generated by it with respect to environmental conditions on the Premises and of all incidents impacting same ("Event"). For purposes of this Lease, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under State or Federal law. Within twenty-four (24) hours following the occurrence of any Event, Lessee shall notify State of same in writing. Said notification to State shall be in addition to, and not in lieu of, any and all other Record keeping and reporting requirements imposed upon Lessee by law. Upon written request by the State, Lessee shall permit State to inspect the Premises and any and all Records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. Lessee hereby waives any claim of privilege that may attach to said Records.

(31) Sovereign Immunity. Nothing in this Lease shall preclude Lessee from asserting its Governmental Immunity rights in the defense of third party claims. Lessee's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the Lessor, at law or in equity, under this Lease, including, but not limited to, those relating to damages.

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
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(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST),
CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM
EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
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(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST),
CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM
EXPENDITURES.

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) ("*... which restore[d] the broad scope of coverage and to clarify the application of Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 --12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Equal Employment Opportunity Officer:

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity.

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. Affirmative Action Plan

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - ***Prohibited Representation:*** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

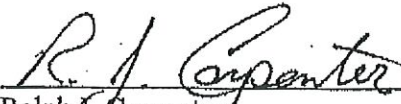
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics



CITY OF NORWALK
Marizza D. Diaz
Assistant Civil Engineer
mdiaz@norwalkct.org
P: 203-854-7873 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Anthony R. Carr, PE, CFM- Chief of Operations and Public Works
CC: Marizza Diaz, Assistant Civil Engineer
FROM: Drew Berndlmaier, P.E. – Senior Engineer
REF: Project DRG2019-1 Clean Existing Drainage System at Various Locations
DATE: November 26, 2019

I would like to request that the following items be included on the agenda for the December 3, 2019 Public Works Committee meeting.

AUTHORIZATION:

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with **National Water Main Cleaning Company** for Cleaning Existing Drain Systems at Various Locations (Project DRG 2019-1) for an amount not to exceed \$468,800.

Account #'s:

09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0425
09 20 4027 5777 C0302

2. Authorize the Chief of Operation and Public Works to execute orders on Contract with **National Water Main Cleaning Company** for Cleaning Existing Drain Systems at Various Locations (Project DRG 2019-1), for a sum not to exceed \$46,880.

Account #'s:

09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 18 4027 5777 C0440
09 19 4027 5777 C0425
09 20 4027 5777 C0302

6a & 6b

In response to several flooding issues within the City, the Department solicited bids for the above referenced project. The purpose of this project is to provide relief to those who have been experiencing flooding in properties adjacent to watercourses. This project entails the heavy cleaning of pipes of various sizes that our highway crew are not equipped to handle.

As a result, on October 23, 2019, National Water Main Cleaning Company of Canton Massachusetts, was the lowest bidder in the amount of \$ 468,800.

Project Number: DRG2019-1

Project Name: CLEAN EXISTING DRAINAGE SYSTEM AT VARIOUS LOCATIONS

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0204401 A	WATER HANDLING (SITE NO. 1)	1.00	LS	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
0204402 A	WATER HANDLING (SITE NO. 2)	1.00	LS	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
0204403 A	WATER HANDLING (SITE NO. 3)	1.00	LS	\$34,000.00	\$34,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
0204404 A	WATER HANDLING (SITE NO. 4)	1.00	LS	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
0204405 A	WATER HANDLING (SITE NO. 5)	1.00	LS	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
0204406 A	WATER HANDLING (SITE NO. 6)	1.00	LS	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
0210820	WATER POLLUTION CONTROL	1.00	ALLOW	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
0653001	CLEAN EXISTING CATCH BASIN	35.00	EA	\$550.00	\$19,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$7,350.00
0653010	CLEAN EXISTING MANHOLE	20.00	EA	\$550.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$4,200.00
0653103 A	STORM DRAIN HEAVY HYDRAULIC CLEANING & ROOT REMOVAL 12" TO 24" DIAMETER	2145.00	LF	\$36.00	\$77,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$21,450.00
0653104 A	STORM DRAIN HEAVY CLEANING & ROOT REMOVAL GREATER THAN 24" UP TO 42" DIAMETER	2256.00	LF	\$41.00	\$92,496.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$27,072.00
0653105 A	STORM DRAIN HEAVY HYDRAULIC CLEANING & ROOT REMOVAL GREATER THAN 42" DIAMETER	854.00	LF	\$46.00	\$39,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$12,810.00
0653910	TELEVISION EXISTING STORM DRAIN CONDUITS	5255.00	LF	\$10.00	\$52,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$52,550.00
0970004	TRAFFIC PERSON	1.00	ALLOW	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
0971002	MAINTENANCE AND PROTECTION OF TRAFFIC	6.00	EA	\$2,500.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$6,000.00
0975005	MOBILIZATION (MAX 3% OF BID)	6.00	EA	\$1,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$18,000.00
					\$468,800.00		\$0.00		\$0.00		\$219,432.00

Apparent Low Bidder = National Water Main Cleaning Company, CANTON, MA.

Second Bidder = N/A

Third Bidder = N/A



CITY OF NORWALK
Chris Torre
Superintendent of Operations
ctorre@norwalkct.org
P: 203-854-3203 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

To: Members of the Common Council

From: Chris Torre, Superintendent of Operations

CC: Anthony Carr, Director of Public Works

Date: November 27, 2019

Re: Authorize the Purchase of two 2020 Ford Fusion Plug-in Hybrid Electric Cars.

Resolution:

Authorize the Purchasing Agent to issue a purchase order to Gengras Ford LLC, for the purchase of two (2) 2020 Ford Plug-in Hybrid Electric Cars for a sum not to exceed \$60,191.72.

Account #'s 09-18-6030-5777-C0486
09-20-4031-5777-C0313

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.793.8885
www.gengras.com



Quote Number: 191010011

CONTRACT NO: 19PSX0161

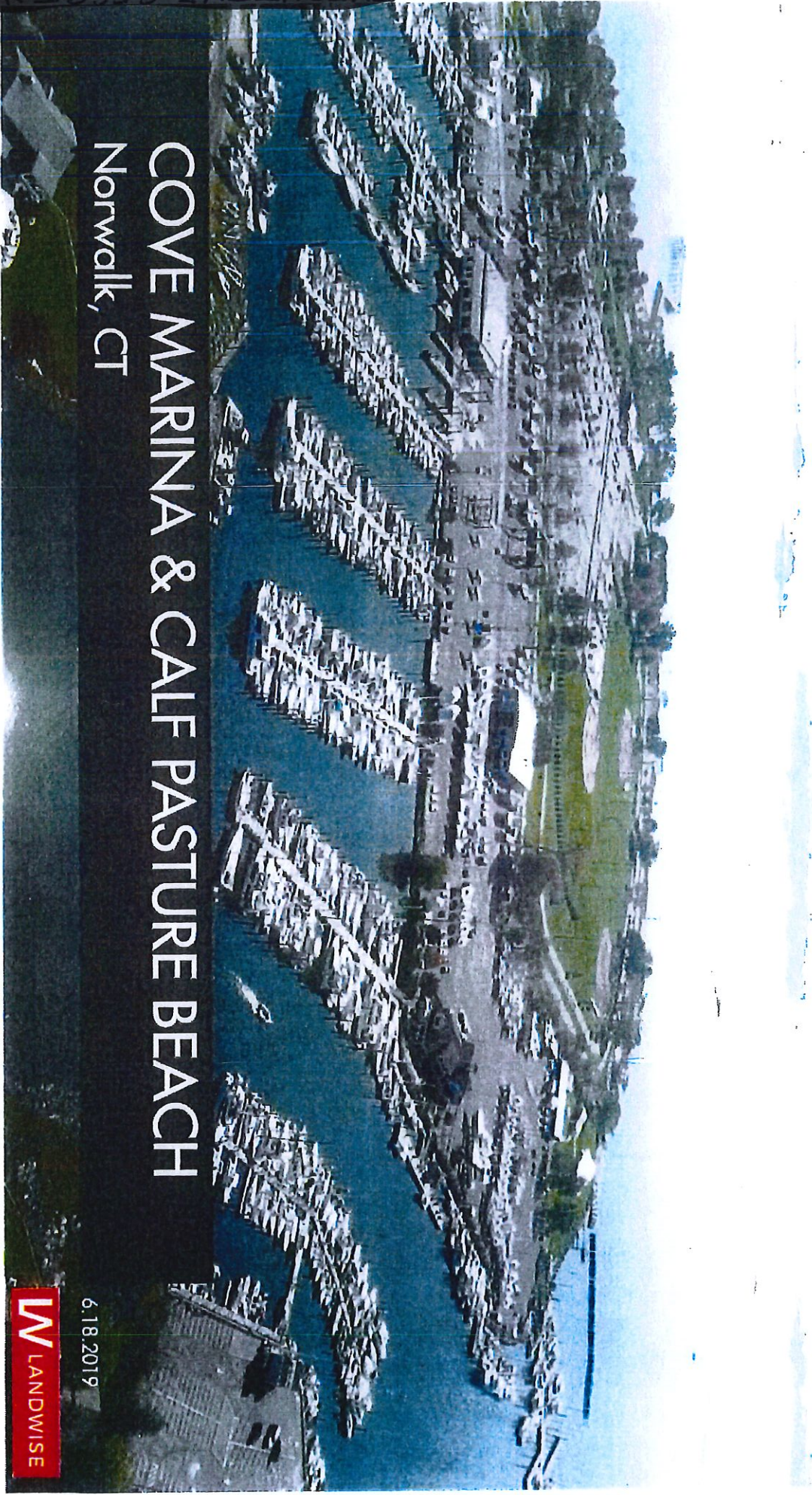
Make	MY	Model	Contract Price
Ford	2020	Fusion Plug In Hybrid	\$ 29,749

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

Option Code	Description	List Price
1 YZ	Oxford White	\$ -
2 KT	Leather Heated/Cooled - Ebony	\$ -
3 99U	2.0L I4 HEV	\$ -
4 44J	ECVT Transmission	\$ -
5 55M	Floorliners	\$ 170
6 Key	Extra Fob Key	\$ 199
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
14		\$ -
15		\$ -
Total Options per Contract Price (list price)		\$ 369
Total Factory Options Discount (6%)		\$ (22)
Total Options per Contract Price (net price)		\$ 347

Aftermarket Accessories

Vendor / Manufacturer	Hours	Description	List Price
1	0.0		\$ -
2	0.0		\$ -
3	0.0		\$ -
4	0.0		\$ -
5	0.0		\$ -
6	0.0		\$ -
7	0.0		\$ -
8	0.0		\$ -
Total Hours	0.0		
Total Aftermarket Options (list price)			\$ -
Total Aftermarket Options Discount (20%)			\$ -
Total Hours x \$130 / hour rate			\$ -
Total Net Aftermarket Options plus Total Labor			\$ -
Trade Allowance			
Year	Make	Description / Mileage	Allowance
			\$ -
			\$ -
			\$ -
			\$ -
		Total Trade in Allowance	\$ -
Comments:		Additional fees / Charges	
		Dealer Conveyance Fee (\$599.00)	\$ -
		Registration Fee	\$ -
		DMV Inspection Fee (as required)	\$ -
Customer:		City of Norwalk	
FIN Code:		QQ243	
VIN:			
		Total Additional Fees	\$ 30,095.86
Quantity		2	
		Grand Total (all)	\$ 60,191.72

An aerial photograph of a large marina filled with numerous white boats, likely sailboats, moored in rows. The marina is situated along a coastline with a town and green hills in the background. The sky is clear and blue.

COVE MARINA & CALF PASTURE BEACH

Norwalk, CT

6.18.2019

LV LANDWISE

Tom Livingston, President
and Common Council Members
Norwalk City Hall
125 East Avenue
Norwalk, CT 06856

Re: Proposed Easement Agreement by and between Gardella Brothers Limited Partnership
and the City of Norwalk as to Calf Pasture Beach Park. ("Easement Agreement")

Dear President Livingston and Common Council Members:

Pursuant to Article 6, Section 1-189 of The Norwalk City Charter and C.G.S. Section 8-24, the undersigned make this joint submission of the attached Easement Agreement for Common Council approval.

The City of Norwalk (the "City") through its Law Department (in consultation with the Parks and Recreation Department and other departments) and Gardella Brothers Limited Partnership ("Gardella") have been working to clarify certain rights, obligations and restrictions arising from the donation to the City of what is now Calf Pasture Beach Park ("Park") by Gardella's predecessors-in-interest by way of a quitclaim deed dated August 7, 1922. That deed reserved a right-of-way through portions of the Park to what are now Gardella's four (4) properties located at 0, 48, 50 and 62 Calf Pasture Beach Road (the "Gardella Parcels") but did not specify its exact location. Gardella has determined that in order to minimize public safety and security concerns and improve circulation to the existing uses within the Gardella Parcels, Gardella must now exercise its rights of access via the reserved right-of-way.

In the best interest of all concerned, Gardella and the City have endeavored through the Easement Agreement to clarify the location of the right-of-way and resolve certain issues related to its use and uses within the Park. The Easement Agreement and the attached Exhibits are the product of diligent efforts that commenced in 2017 and are now ready for your review and approval.

The Easement Agreement also allows for specific improvements to be performed by the City and Gardella to the right-of-way in order to improve access to the Park and Gardella Parcels and makes provision for repairs to, and maintenance of, the right-of-way itself.

As is detailed in the body of the Easement Agreement, Gardella will pay to the City up to \$175,000 in two installments provided it receives the necessary approvals to maintain its existing lots with lawful frontage on the defined right-of-way and complete the Gardella Work as that term is defined in the Easement Agreement.

APPROVAL PROCESS AND IMPLEMENTATION

The parties recognize that, pursuant to the Norwalk City Charter and C.G.S. Section 8-24, this Easement Agreement must be approved by the Common Council, after it receives input and recommendations from its subcommittees and from the Planning Commission, before the efforts described above may be undertaken.

We believe that approval of this Easement Agreement by the Common Council will provide mutual benefit to the City, the Park and Gardella Parcels by clarifying the exact location of the reserved right-of-way and improving public safety, security and pedestrian and vehicular circulation to their respective properties. We look forward to this review process that will allow us to explain this Easement Agreement in greater detail.

Sincerely,



Brian McCann, Esq.
Assistant Corporation Counsel
City of Norwalk



Brian R. Smith
Robinson & Cole LLP
Attorney for Gardella Brothers
Limited Partnership

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("**Agreement**") is made this ___ day of _____, 2019, between **GARDELLA BROTHERS LIMITED PARTNERSHIP**, a Connecticut limited partnership with an address at 48 Calf Pasture Beach Road, East Norwalk, CT 06855 (together with its successors and assigns, "**Gardella**"), and the **CITY OF NORWALK**, a Connecticut municipal corporation with an address at 125 East Avenue, Norwalk, CT 06851 (together with its successor and assigns, the "**City**").

WITNESSETH

WHEREAS, Gardella is the owner of four (4) parcels of real property referenced on the Assessors Map in the City of Norwalk, County of Fairfield and State of Connecticut shown as: Map 3, Book 75, Lot 1 known and numbered as 0 Calf Pasture Beach Road; Map 3, Book 75, Lot 2 known and numbered as 62 Calf Pasture Beach Road; Map 3, Book 75, Lot 3 known and numbered as 48 Calf Pasture Beach Road; and Map 3, Book 75, Lot 17 known and numbered as 50 Calf Pasture Beach Road, and which together comprise approximately 22.37 +/- acres (collectively, the "**Gardella Parcels**") as shown on a map titled "Plan of Gardella and City Parcels" prepared by VHB, dated March 1, 2018, which is attached hereto as **Exhibit A**;

WHEREAS, the City is the owner of an approximate 33.7-acre parcel known as Calf Pasture Beach Park as shown on Exhibit A (the "**Park**"), which abuts the Gardella Parcels to its north and west, and is traversed by an extension of Calf Pasture Beach Road the limits of which are shown on Exhibit B ("**Marina Park Drive**")

WHEREAS, the Park was a gift to the City from Gardella's predecessors-in-interest (the "**Donees**") by way of a quitclaim deed dated August 7, 1922, recorded in Volume 177 at Page 324 of the Norwalk Land Records (the "**Gift**");

WHEREAS, the Gift to the City was for park purposes only, subject to various restrictions and conditions on use of the Park intended to protect the land of the Donees, and a right of reverter if the City should later take or condemn land of the Donees;

WHEREAS, the Gift was further subject to "a right-of-way over the Westerly and Northerly sides or portions of the Park for access and egress to and from" what is referred to herein as the Gardella Parcels (the "**Existing Park Right of Way**");

WHEREAS, subsequent to the conveyance of the Park to the City and continuing to present day, the primary access and egress to the Gardella Parcels has been maintained directly from the Calf Pasture Beach Road ("**Primary Drive**");

WHEREAS, the Gardella Parcels are occupied by multiple tenants, including a marina, restaurant, retail store, sailing school and public events venue ("**Property Tenants**"), all of which generate pedestrian and vehicular traffic to, and through, the Gardella Parcels;

WHEREAS, the existing gate house (the "**Gate House**") currently impedes free access and egress over the Existing Park Right of Way, causes congestion and delay for City residents and members of the general public seeking access to the Park, impedes access by emergency vehicles to the Park and causes congestion and delay for access to the Gardella Parcels and Property Tenants; and

WHEREAS, it is in the public interest, and in the interest of the City and Gardella: (a) to clarify and define the location and scope of the Existing Park Right of Way (which according to the August 7, 1922 deed is located generally "over the westerly and northerly sides or portions" of the Park (b) to relocate the Gate House to a location that reduces traffic congestion, separates traffic streams and parking locations for residents and members of the general public seeking access to the Park, improves access for emergency vehicles to the Park; and (c) to eliminate traffic congestion at the Primary Drive which currently restricts access to the Gardella Parcels and Property Tenants;

NOW THEREFORE, in consideration of up to ONE HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00) to be paid in two installments, and for other good and valuable consideration and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and Gardella (the "**Parties**") agree as follows:

1. Escrow Agreement Regarding Consideration and the Agreement. Following approval of the Agreement by the Common Council, and the signing and acknowledgement of the Agreement by the City and Gardella, the signed and acknowledged Agreement, and the ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) consideration (the "Consideration") shall be placed in escrow with [TITLE COMPANY] as escrow agent (the "Escrow Agent"). When Escrow Agent has been notified in writing by Gardella that Gardella has received the final and non-appealable approvals listed below, or has waived those conditions: (i) Zoning Board of Appeals ("ZBA") approval of a special exception that allows the four existing building lots which comprise the Gardella Parcels to remain as separate building lots with lawful frontage despite their being in single ownership; (ii) ZBA approval of an associated coastal site plan for the building lots which comprise the Gardella Parcels; (iii) administrative approval by the Planning and Zoning Department staff adjusting the existing lot lines and frontage of the building lots which comprise the Gardella Parcels as proposed by the Gardellas; and (iv) any and all permits from municipal agencies or otherwise required to complete the Gardella Work, as hereinafter defined, have been issued, the Gardella Work has been completed, and the Gate House has been relocated as shown on Exhibit C, then, subject to a title rundown and confirmation that Gardella will receive good, clear, record, and marketable title to the Agreement, the Escrow Agent shall record the Agreement and release ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000.00) to the City of Norwalk Recreation & Parks Department (the "Parks Department") to be used as provided herein. Absent a mutual written agreement to extend the deadline, if the conditions for release from escrow have not been achieved by December 31, 2020 (which deadline may be extended by the written agreement of the Parties), then the signed and acknowledged Agreement shall be destroyed, and this document shall have no legal impact or be admissible in any future claim, dispute or proceeding regarding the right of way.
2. The Location and Scope of the Existing Park Right of Way.
 - (a) The City and Gardella agree that the Existing Park Right of Way shall be located within the area labeled as "New Right

of Way Location" on a map titled "Plan Specifying Location of Park Right of Way" prepared by VHB, dated March 1, 2018, which is attached hereto as **Exhibit B**. The Existing Park Right of Way, as located within the "New Right of Way Location" shown on Exhibit B is hereinafter referred to as the "**Agreed Right of Way**."

- (b) The City and Gardella agree that the Agreed Right of Way shall be a perpetual, non-exclusive easement which may be used and improved as a right of way providing: (i) vehicular and pedestrian access and egress to and from the Gardella Parcels; and (ii) roadway improvements and utilities serving the Gardella Parcels.
- (c) To the extent that the Existing Right of Way encumbers areas within the westerly portion of the Park and areas within the northerly portion of the Park, not also located within the Agreed Right of Way, those rights are hereby released, extinguished, and terminated.
- (d) In consideration of the release of easement rights in certain areas of the Park set forth in paragraph 1(c) above, the City does hereby grant, bargain, and confirm unto Gardella said Agreed Right of Way TO HAVE AND TO HOLD the above-granted Agreed Right of Way and the rights and privileges herein described to Gardella, and its successors and assigns forever.
- (e) The parties acknowledge that the fee simple owner, City, shall maintain its rights to improve, construct, maintain, landscape, and all other rights of a property owner, so long as they do not impede the rights given Gardella by this Agreement.

3. Work Within the Agreed Right of Way.

Any party working within the Agreed Right of Way shall, at its sole cost and expense, in connection with said work (the "**Work**"): (a) use reasonable efforts to minimize interference by the Work with access and egress to the Gardella Parcels or the Park; and (b) use reasonable efforts to minimize interference by the Work with activities on the Gardella Parcels or the Park; (c) complete the Work as quickly as is commercially reasonable and in a workmanlike manner; (d) perform the Work in such manner as will minimize

any damage or adverse effect to the Park or the Gardella Parcels; and (e) to the extent consistent with the purpose of the Work, repair any damage that results from doing the Work to the condition that existed before the Work was commenced.

4. The City's Right to Relocate the Right of Way.

The City shall have the right, at its sole expense, subject to reasonable notice to Gardella, compliance with Sections 2 and 3 hereof, and maintenance of equivalent access to and egress from the Gardella Parcels, to relocate Marina Park Drive within the Agreed Right of Way no closer than 10 feet to the common boundary between the Gardella Parcels and the Park.

5. Marina Park Drive Improvements.

- (a) Gardella Work and City Work. Attached as **Exhibit C** is a plan entitled "Marina Park Drive Improvements" prepared by VHB, dated March 1, 2018, last revised January 29, 2019, which identifies the "**Gardella Work**" and the "**City Work**" within the Park. Following necessary approvals from the City, recordation of the Agreement, and release of funds by Gardella, the City shall promptly undertake the City Work. Gardella shall promptly undertake the Gardella Work. The City may, at its discretion, maintain the current gate house in its existing location during the 2019 season, so long as the gates are removed and the gate house is not used to stop or impede the flow of traffic. The intention is to allow the gate house to be used as an information station during a transition period, and to provide to the public information regarding the City's new parking revenue system as well as directions for people seeking access to the beach or the Gardella Parcels.
- (b) Right to Construct the Gardella Work. Gardella shall have the right, at Gardella's sole expense, without further approval of the City to construct the Gardella Work as shown on **Exhibit C**.
- (c) Future Gardella Work. From time to time, with prior written approval of the City of Norwalk (which shall not be unreasonably withheld, conditioned, or delayed), Gardella shall have the right at its sole expense to relocate its access aprons and to construct new access aprons serving the Gardella Parcels as the same may be reconfigured – if same requires associated road work that too shall

be performed at the sole expense of Gardella. In addition, the Parties recognize that the City may in connection with roadway safety or other regulatory reasons request improvements to Marina Park Drive in connection with future redevelopment of the Gardella Parcels. Subject to any reasonable conditions imposed by the City of Norwalk as necessary to protect roadway safety or the convenience of its patrons, and provided that such work is constructed at the sole expense of Gardella, Gardella may make improvements to Marina Park Drive within the designated right of way shown on **Exhibit C**. Gardella shall have the right to apply for any necessary permits and approvals for said work, and to construct said work pursuant to the authority granted by this Agreement.

- (d) **Utility Easement.** The Agreed Right of Way shall include the right to install, replace, improve, and repair within the "Landscape, Pedestrian, Bicycle, and Utility Corridor" shown on **Exhibit B** (the "**Pedestrian Corridor**") utilities of any description serving the Gardella Parcels (the "**Utility Easement**"). In consideration for the grant of the Utility Easement, Gardella shall pay to the Parks Department an additional FIFTY THOUSAND DOLLARS (\$50,000.00) to be expended exclusively for improvements within the Pedestrian Corridor which improvements may include grading, landscaping, and/or pedestrian/bike paths. The \$50,000.00 payment shall be made by Gardella prior to commencement of construction of utilities within the Utility Easement. Gardella shall restore the area to its previous condition following the installation of any utility within the Utility Easement.
6. **Marina Park Drive Maintenance.** Gardella shall reimburse the Parks Department for FIFTY PERCENT (50%) of its reasonable costs of maintaining Marina Park Drive to the same standards as it maintains Calf Pasture Beach Road until the date, if any, that the City either confirms the status of Marina Park Drive as a public way or accepts Marina Park Drive as a public way. Subject to the procedures described below, in the event that the Parks Department fails to maintain Marina Park Drive as necessary to fulfill the purposes of Section 2 and Section 6 hereof, Gardella may undertake repair and maintenance of Marina Park Drive, including associated landscaping and hardscaping within the Agreed Right of Way, at its sole expense, and its costs so incurred shall be credited against Gardella's obligation to reimburse the Parks Department for maintenance costs.

Before undertaking any such repair and maintenance of Marina Park Drive, Gardella shall: (i) provide written notice to the Parks Department describing the aspects of Marina Park Drive that require repair or maintenance; (ii) unless the Parks Department sooner grants permission for the Gardellas to undertake said repairs and maintenance work, wait at least ninety (90) days before undertaking such repair and maintenance work; and (iii) no such repair or maintenance shall take place during the summer months without the prior written approval of the Parks Department which may impose reasonable conditions to avoid or minimize interference with traffic flow.

7. Park Improvements. The ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) paid by Gardella to the City upon signing of this Easement Agreement shall be expended exclusively for improvements within Calf Pasture Beach Park. If and to the extent those funds are applied to maintenance of Marina Park Drive, Gardella shall not be obligated to reimburse the Parks Department for 50% of those expenditures, Section 6 above notwithstanding.
8. Park Restrictions. In the Gift of the Park to the City by Gardella's predecessors-in-interest, certain restrictions were imposed upon use of the Park (the "Restrictions"). Gardella and the City agree and acknowledge that the existing uses and improvements of the Park have included from time to time retail business, noise producing devices, tents, dressing rooms, refreshments sold and consumed, small buildings, athletic events north of the midway point, and professional athletic events. In this instrument, Gardella and the City agree that, notwithstanding the Restrictions, existing physical improvements located within the Park, and existing uses of the same description, scale, frequency, scope and character conducted within the Park as of the date of this instrument, may remain in place provided that they are not declared to be a public or private nuisance. Otherwise the Restrictions shall remain in full force and effect.
9. Notice. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this

Agreement (each, a "**Notice**") in writing and address to the other party at the addresses set forth below, or to such replacement address as any party shall provide to the other in accordance with this Section 9, by personal delivery, nationally recognized overnight courier or certified or registered mail, return receipt requested, postage prepaid. A Notice shall be deemed received (i) if by overnight courier, one (1) business day after the sending of such Notice, and (ii) if by certified or registered mail, return receipt requested, postage prepaid, five (5) business days after the sending of such Notice.

To Gardella:

Gardella Brothers Limited Partnership
48 Calf Pasture Beach Road
Norwalk, CT 06855
Attn: Elizabeth Gardella O'Connor

With a copy to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attn: Martin R. Healy, Esq.

To City:

City of Norwalk
125 East Avenue
Norwalk, CT 06856
Attn: Honorable Harry Rilling, Mayor

With a copy to:

Law Department
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: Brian L. McCann, Esq.
Assistant Corporation Counsel

10. Covenants Running with the Land. The rights and obligations set forth in this Agreement shall be covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.
11. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

(Signature pages to follow)

Notary Public
Commissioner of the Superior Court

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day
of _____, 2019.

CITY OF NORWALK

By: _____

Duly authorized

Signed, Sealed and Delivered
in the Presence of:

STATE OF CONNECTICUT)

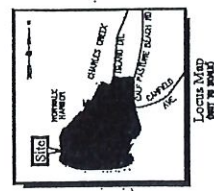
COUNTY OF FAIRFIELD)

ss. _____, 2019

On this ____ day of _____ before me, _____, the
undersigned officer, personally appeared _____, who
acknowledged himself to be the _____ of the City of Norwalk, and that
he as such officer being authorized to do so, executed the foregoing
instrument for the City of Norwalk.

In witness whereof I hereunto set my hand

Notary Public
Commissioner of the Superior Court



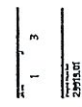
Plan of Gardella and
City Parcels
Calf Pasture Beach Road
Newbury, Connecticut

[illegible]

March 1, 2018

Not Approved for Construction

Exhibit A



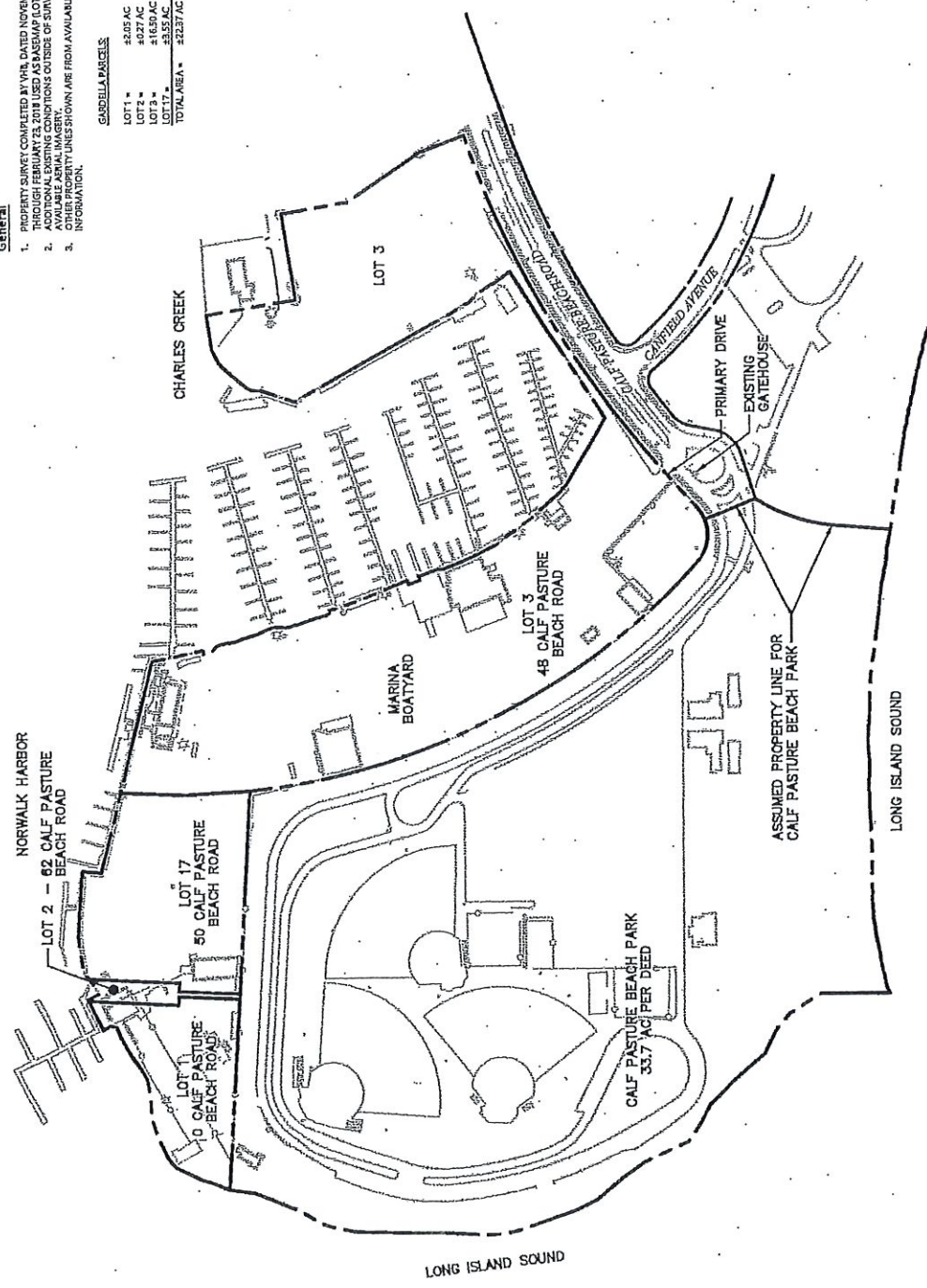
Notes

General

1. PROPERTY SURVEY COMPLETED BY VML, DATED NOVEMBER 16, 2017 REVISED THROUGH FEBRUARY 23, 2018 USED AS BASEMAP (LOTS 1, 2, 3, AND 17).
2. ADDITIONAL EXISTING CONDITIONS OUTSIDE OF SURVEY UNITS ARE FROM AVAILABLE AERIAL IMAGERY.
3. OTHER PROPERTY LINES SHOWN ARE FROM AVAILABLE ONLINE GIS INFORMATION.

GARDILLA PARCELS:

LOT1 =	±2.05 AC
LOT2 =	±0.27 AC
LOT3 =	±16.50 AC
LOT17 =	±3.55 AC
TOTAL AREA =	±22.37 AC



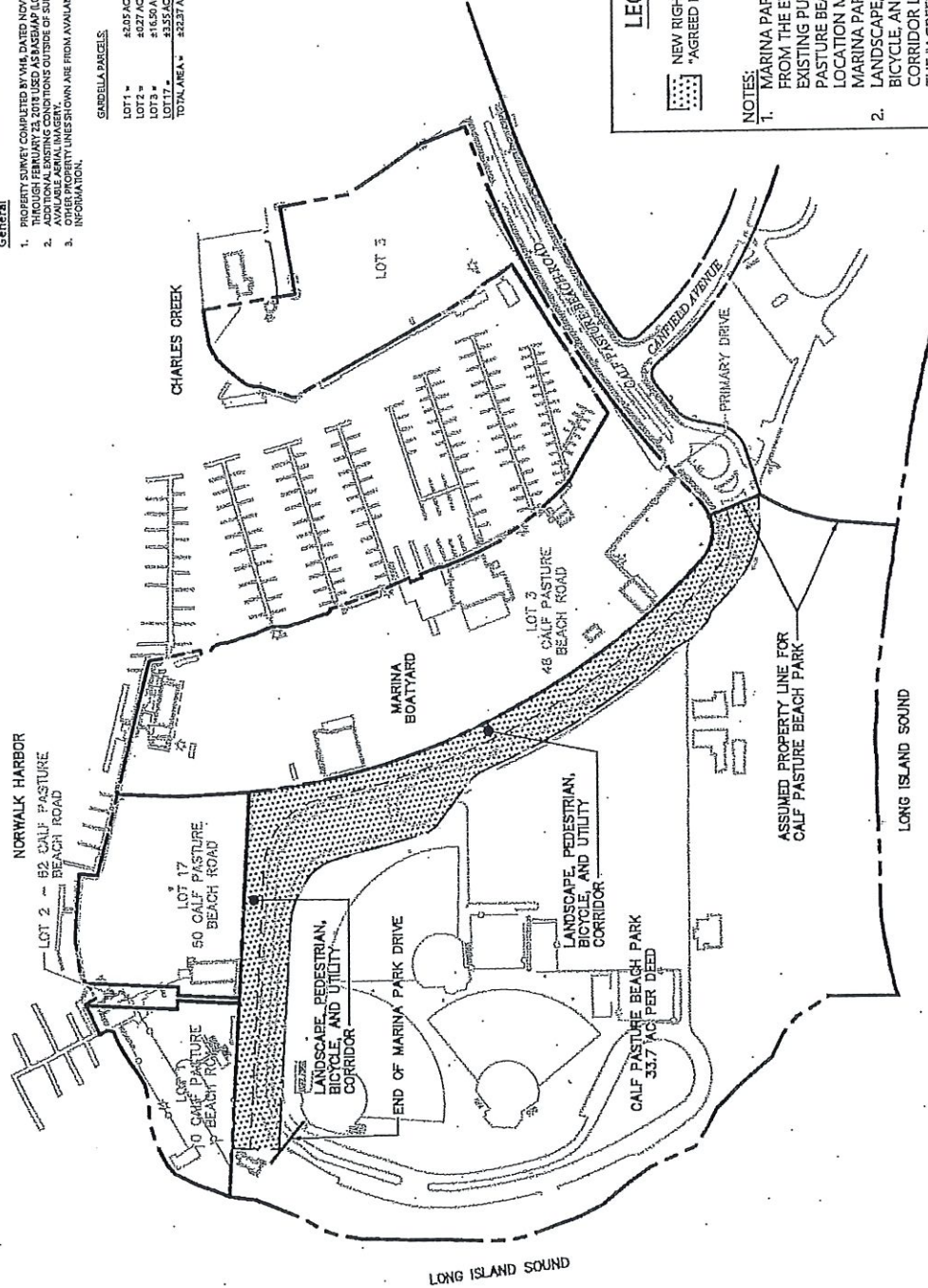
Notes

General

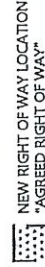
1. PROPERTY SURVEY COMPLETED BY VHB, DATED NOVEMBER 16, 2017, REVISED THROUGH FEBRUARY 23, 2018, USED AS BASIS FOR LOTS 1, 2, 3 AND 17.
2. THE PROPERTY LINES SHOWN ARE BASED ON THE AERIAL PHOTOGRAPHY AND AVAILABLE AERIAL IMAGERY.
3. OTHER PROPERTY LINES SHOWN ARE FROM AVAILABLE ONLINE GIS INFORMATION.

GARDEN PARCELS

LOT 1	42.05 AC
LOT 2	42.27 AC
LOT 3	15.56 AC
LOT 17	43.55 AC
TOTAL AREA	143.43 AC



LEGEND



NOTES:

1. MARINA PARK DRIVE EXTENDS FROM THE END OF THE EXISTING PUBLIC WAY OF CALF PASTURE BEACH ROAD TO THE LOCATION MARKED AS END OF MARINA PARK DRIVE.
2. LANDSCAPE, PEDESTRIAN, BICYCLE, AND UTILITY CORRIDOR LOCATED WITHIN THE "AGREED RIGHT OF WAY".

Plan Specifying
Location of Park Right
of Way

Cdf Pasture Beach Road
Norwalk, Connecticut

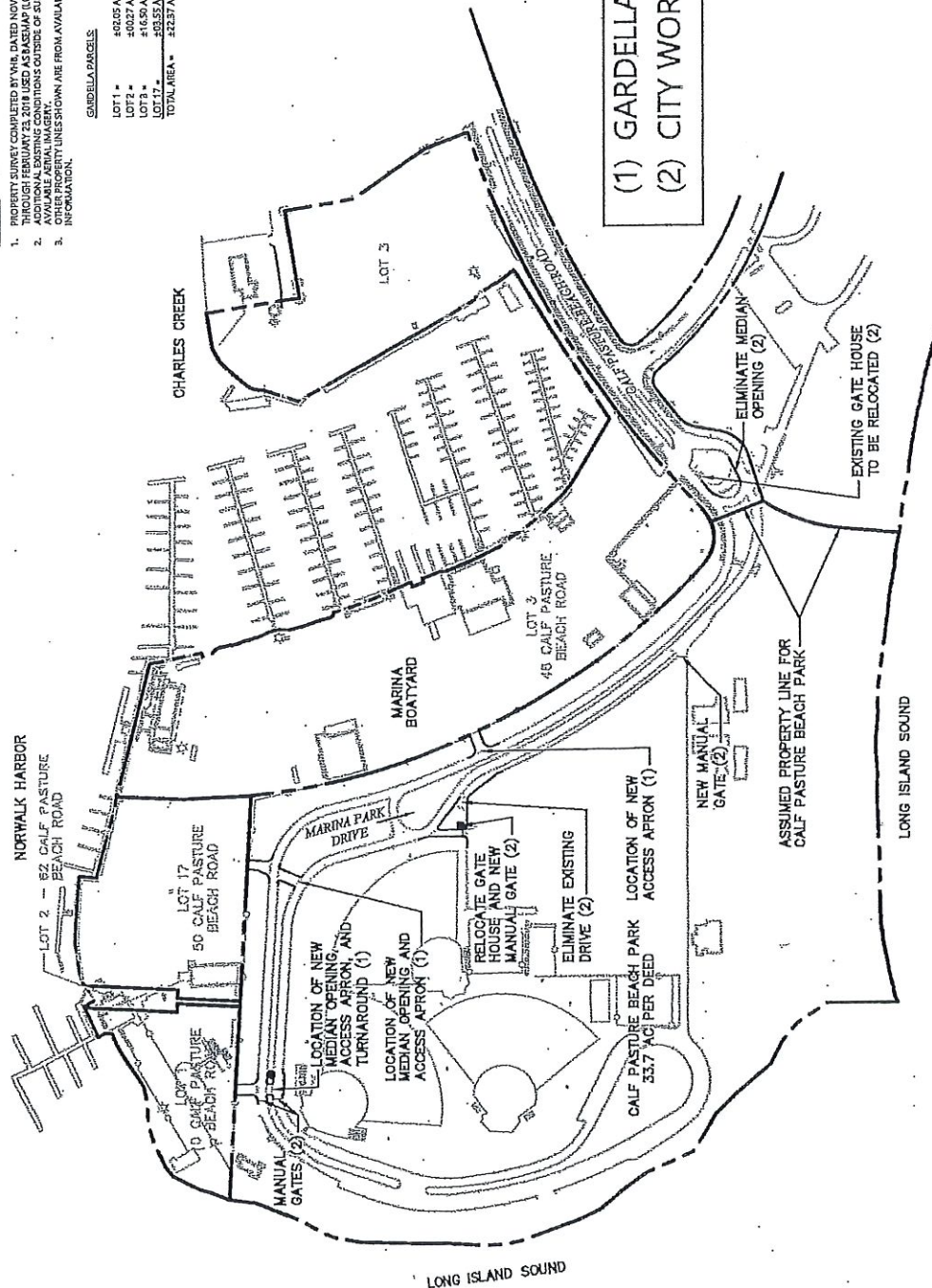
No.	DATE	BY	REVISION
1	11/16/17	VHB	INITIAL DESIGN
2	02/23/18	VHB	REVISED DESIGN
3	03/01/18	VHB	FINAL DESIGN

March 1, 2018

Not Approved for Construction

Exhibit B

(1) GARDELLA WORK



~~Aggregate loans and advancements of Three Thousand Dollars (\$3,000) are evidenced by the promissory note of said grantor, for said sum of Three Thousand Dollars (\$3,000), of even date herewith, payable to the said Trust Company, at its banking house, on demand, for value received, with interest payable semi-annually in advance, to wit, on the first day of June and December in each year, subject however, to pro-rata repayment, if payment of the note be earlier required by said Company.~~

NOW, THEREFORE, if said note shall be well and truly paid according to its tenor and true intent, and said premises shall be kept insured to the satisfaction of the said Trust Company, and all taxes thereon duly paid by the said grantor, then this deed shall be void, but otherwise shall be and remain of full force and effect.

Signed, sealed and delivered
in the presence of:

John Maney
Spencer S. Adams
STATE OF CONNECTICUT,

COUNTY OF FAIRFIELD,

Norwalk, August 8th, A.D., 1922,

ALPHONSO MANZI (L.S.)

Personally appeared ALPHONSO MANZI, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,
(Not'l Seal) Spencer S. Adams, Notary Public.
Received for Record August 8, A.D., 1922, at 10:30 A.M., and recorded by,

Anna G. Smith

Act. Town Clerk

COPY

Upon motion duly made and seconded the following resolutions were unanimously adopted: RESOLVED, by the Board of Directors of the Wilson Point Company, Incorporated, a corporation under the laws of the State of Connecticut, and located in the town of Norwalk, in said State, at a meeting of said Board, held on the 29th day of July, that any two of the officers of said Company, to wit: either the President and the Treasurer, or the President and the Secretary, or the Treasurer and the Secretary, be and they are hereby authorized, empowered and directed to make, execute, acknowledge and deliver any and all deeds of conveyances of the real estate of said Company, or any part thereof, and any and all leases and mortgages of said Company on its real estate; and further RESOLVED: That this resolution and the powers and authority herein given and conferred, shall be and remain in force and effect until the thirtieth day of June, 1924. I, Reed G. Haviland, Secretary of the said The Wilson Point Company, Incorporated, hereby Certify that the above and foregoing is a true copy of resolutions adopted and passed by the Board of Directors of said Company, at a meeting of said Board held on the 29th day of July, 1922. In Witness Whereof, I have hereunto set my hand and the seal of said Company, this 8th day of August, 1922.
(Corp. Seal) REED G. HAVILAND, Secretary as aforesaid.
Received for Record August 9, A.D., 1922, and recorded by,

Anna G. Smith

Act. Town Clerk

KNOW ALL MEN BY THESE PRESENTS: That we, J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor (married after the year 1877), Henry W. Gregory, George F. Betts, Sally S. Betts and Charlotte F. Betts Jackson (Married after the year 1877), all of the Town of Norwalk in the County of Fairfield and State of Connecticut, for the consideration of one dollar received to our full satisfaction of the City of Norwalk, a municipal corporation created and existing under the laws of the said State of Connecticut, and located in said County of Fairfield, do by these presents remise, release and forever quit-claims unto the said City of Norwalk for park purposes only, and as hereinafter restricted, said park to be used by the residents of said City for rest, recreation and bathing, all that certain tract or parcel of land, situated in said City of Norwalk, and within the Town of Norwalk, being in quantity thirty-three and seven-tenths (33.7) acres (of which about twenty-nine (29) acres are conveyed by said J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor and about two (2) acres by said Henry W. Gregory and about two (2) acres by said George F. Betts, Sally S. Betts, and Charlotte F. Betts Jackson) and being the parcel marked "A" on that certain map entitled "Map of Ludlow Park and Parkways Showing division lines between said park and parkways and adjoining owners, May, 1922, The Samuel W. Hoyt, Jr. Co., Inc., Engineers and Surveyors, South Norwalk, Conn.,", which map is

Map
500
NLR

filed or to be filed in the office of the Clerk of said Town of Norwalk. The said Parcel "A" is bounded Northerly by other land of said Marvin and Taylor and by proposed parkway or boulevard as shown on said map; Easterly in small part by land of said Marvin and Taylor and principally by Long Island Sound; Southerly and Southwesterly by said Long Island Sound; and Westerly in part by said Long Island Sound (or Norwalk Harbor) and in part by land of Henry W. Gregory and Reed G. Haviland. The Releasees, however, reserve to themselves and each of them and for the benefit of Reed G. Haviland, and for their and his respective heirs and assigns forever, a right of way over the Easterly and Northerly sides or portions of tract "A" to said parkway or boulevard for access and egress to and from the respective lands of said parties adjoining tract "A".

IN CONSIDERATION of the premises and in accepting this instrument the said City of Norwalk agrees and covenants with the Grantors and their respective heirs and assigns to fill within a reasonable time the premises hereby conveyed to a level above high water mark and to comply with the restrictions hereinafter set forth as to the use of said land. The Releasees convey the premises above described to said City and said City accepts the conveyance thereof subject to the following restrictions and conditions:

That no manufacturing, wholesale or retail business or commercial enterprise of any kind shall ever be permitted or allowed to be conducted on said premises, except as hereinafter provided. That no garbage or refuse or any other thing which may or shall constitute a nuisance shall be permitted or allowed to be placed, deposited or dumped on said premises. That no carousel or merry-go-round, shooting gallery, so-called, or other amusement apparatus or noise-producing device shall ever be located or allowed or permitted to be used on said premises. That no tenting or camping shall ever be allowed or permitted on said premises. That proper buildings for dressing rooms for bathers and suitable rooms in which refreshments may be offered for sale, sold and consumed, shall be erected only at the Southerly end of the premises hereby conveyed, and that no small buildings or individual bathing houses shall ever be erected by said City or allowed or permitted by said City to be erected by individuals on said premises. That if any portion of said park be permitted to be used for baseball, football, or other athletics or sports, the same shall be confined to that portion of said park which lies Southerly of the middle line of said park measuring the same from North to South, the said middle line being a straight line drawn East and West; but no professional games, games of chance or gambling shall ever be allowed on said premises. That no other land—owned by the said Marvin and Taylor or by said Gregory and Haviland and contiguous to said tract "A", shall hereafter be condemned or taken over by said City for park or other purposes against the will or desire of said Marvin, Taylor, Gregory or Haviland; and that in case the City shall at any time condemn or attempt to condemn any other lands of said Marvin, Taylor, Gregory and Haviland contiguous to said tract "A", or any part thereof for park or other purposes, then the title to the land hereby conveyed for park purposes shall revert without entry for condition broken, respectively to the said Marvin, Taylor, Gregory, Betts and Jackson according to their present ownership thereof, and the same shall be condemned in connection with such additional land and shall be valued and paid for in the same manner as such additional land. The foregoing restrictions and conditions shall be binding upon said City, its successors and assigns, and shall inure to the benefit of the Releasees, their heirs, executors, administrators and assigns forever.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee, its successors and assigns forever, for the purposes aforesaid so that neither we, the said Releasees, nor our heirs, nor any person under us or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom we and they are by these Presents forever barred and concluded, except as to right of way reserved and the restrictions hereinbefore set forth.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 7 day of August, A.D., 1922.

Signed, sealed and delivered
in presence of

Ruth Golding
Wm. F. Tansany }

J. WALLACE MARVIN (L.S.)
ORIE A. MARVIN (L.S.)
MARY MARVIN TAYLOR (L.S.)
CHARLOTTE F. JACKSON (L.S.)
SALLY S. BETTS (L.S.)
GEORGE F. BETTS (L.S.)
HENRY W. GREGORY (L.S.)

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } ss. Personally appeared J. WALLACE MARVIN, ORIE M. MARVIN and MARY MARVIN TAYLOR, three of the signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me,
(Not'l Seal)

Ruth Golding, Notary Public.

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } ss. Personally appeared HENRY W. GREGORY, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,
(Not'l Seal)

Ruth Golding, Notary Public.

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } ss. Personally appeared GEORGE F. BETTS, SALLY S. BETTS and CHARLOTTE F. BETTS JACKSON, three of the signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me,
(Not'l Seal)

Ruth Golding, Notary Public.

Received for Record August 9, A.D., 1922, at 9:45 A.M., and recorded by,

Amos J. Smith

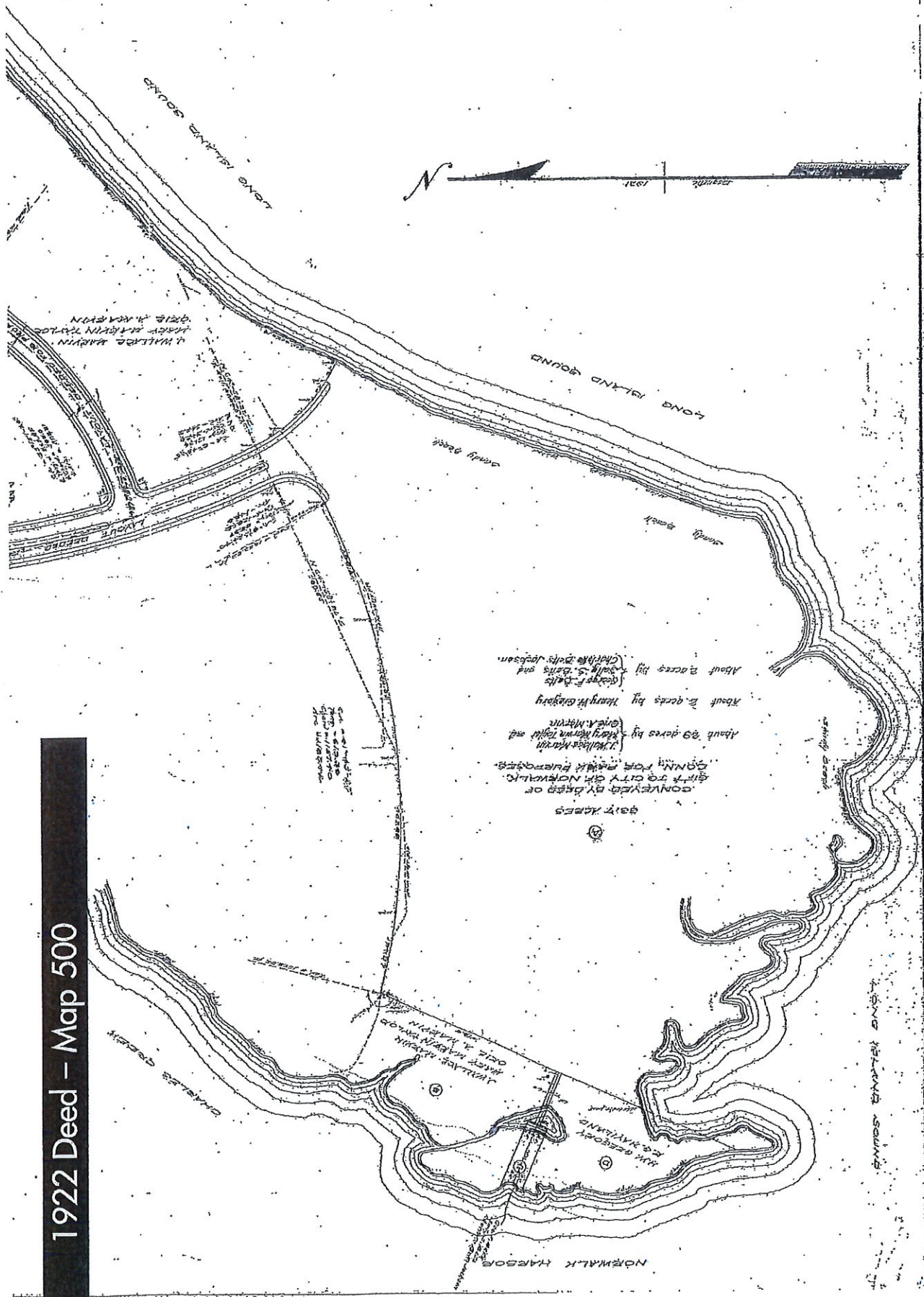
Dist. Town Clerk

KNOW ALL MEN BY THESE PRESENTS: That we, J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor (married after the year 1877) all of the Town of Norwalk, in the County of Fairfield and State of Connecticut, for the consideration of One Dollar received to our full satisfaction of the City of Norwalk, a municipal corporation created and existing under the laws of the said State of Connecticut and located in said County of Fairfield, do by these presents remise, release and forever quit-claim unto the said City of Norwalk, for highway, parkway or boulevard purposes only, as laid out on the map hereafter referred to and at grade approved by releasors, all that certain strip or parcel of land, being one hundred (100) feet in width from East to West and indicated as "Layout deeded for proposed parkway or boulevard" on that certain map entitled "Map of Ludlow Park and Parkways showing division lines between said park and parkways and adjoining owners, May, 1922, The Samuel W. Hoyt, Jr. Co., Inc. Engineers and Surveyors, South Norwalk, Conn.", which map is filed or is to be filed in the office of the Clerk of said Town of Norwalk, and bounded Northerly by Beach Avenue, so called; Easterly by other land of the Releasors; Southerly by parcel "A" as designated on the map aforesaid and conveyed to the City of Norwalk for park purposes; and Westerly by other land of the Releasors. Also for highway, parkway or boulevard purposes only, at grade approved by the Releasors, all that certain strip or parcel of land, being seventy-five (75) feet in width from North to South and indicated on the map aforesaid as "Layout deeded for proposed parkway", and bounded Northerly by other land of the Releasors; Easterly by Canfield Avenue, so called; Southerly by other land of the Releasors, and Westerly by the strip of parcel first herein described. Said parcel first herein described widens at the Southerly end and the strip or parcel second herein described widens at its Easterly end and at its Westerly end and the Releasors also convey to said City for the purposes aforesaid the additional land included within the limits of said proposed parkways shown on the map aforesaid.

The Releasors are of the opinion that enough material will be found within the limits of said proposed highways as now laid out on said map, to make all fills to grade established as aforesaid, but in the event that said materials be insufficient and additional fill be required to grade said highways to such grade, the Releasors agree to give the same at points designated by them if called upon for the same on or before June 1st, 1923 - the removal of such fill, however, to be done by the City in a reasonable manner with the least amount of injury to the property of the Releasors.

In accepting this conveyance the City covenants and agrees to proceed with and to carry to completion by June 1st, 1923, the construction of the highways or parkways aforesaid.

1922 Deed - Map 500





To: Scott Ross

Date: October 15, 2019

Project #: 29919.01

Memorandum

From: Patrick O'Leary, P.E.

Re: NCM Transportation Alternatives

VHB has performed a preliminary review of alternatives prepared for the "Calf Pasture Beach, Proposed Circulation Improvements", Alternatives A, B and C, as requested by your office. In conjunction with the review, VHB developed Opinions of Probable Cost for each Alternative.

ALTERNATIVES

Alternative A is generally consistent with current traffic patterns in the park and should continue to operate effectively assuming appropriate signage is incorporated at the new turn-a-round located at the entrance to the Coast Guard Station. The NCM Team does not believe that a full cul-de-sac configuration as shown on Alternative A is necessary and has proposed a revised turn-a-round (see attached sketch.) This turn-a-round is required to allow vehicles to reverse direction when the manual gates are locked, and the park is closed after hours (very limited use). The revised turn-a-round was designed to facilitate the through movement when the gates are open, provide convenient U-turns for traditional passenger vehicles, emergency vehicles, and single unit trucks (including school buses) when the gates are locked and minimize any encroachment of pavement into the park. VHB has attached turning templates to demonstrate the adequacy of vehicle movements completing U-Turns with the revised turn-a-round. While Alternative A minimizes costs, it does not eliminate the existing, rather circuitous, traffic flow to enter the beach parking lot.

Alternative B proposes a rather unconventional traffic flow which is not desirable from an overall traffic circulation standpoint. Segments along Calf Pasture Beach Road appear to be operating counter flow, with the vehicle driver on the left-hand side of the travel way. This configuration may/will lead to a certain level of discomfort for drivers and passengers, as well as, potentially create some level of confusion for drivers that would ultimately lead to diminished levels of service and safety. In addition, the Round-a-Bout proposed at the location of the old gate house / turn-a-round may not have an adequate radius nor adequate weaving distances to accommodate the anticipated traffic flow, which might create further confusion in conjunction with safety issues. In order to adequately accommodate these proposed traffic maneuvers, the roadway footprint may need to be expanded significantly into the park area in proximity to the beach. Such expansion is highly undesirable.

Alternative C was developed by the NCM Team with input from City staff to incorporate desired elements of A and B, improve the functionality of traffic and parking while minimizing construction cost. This Alternative maintained existing traffic flows within the park while incorporating new access/egress points to the main parking field via a new left turn movement directly from Calf Pasture Beach Road. This design significantly simplifies the entrance to the parking lot and enhances wayfinding signage for both residents and non-residents. Although not required, this alternative proposes to increase the useable land area in the park for open space or overflow parking by relocating a portion of the north bound drive lane to reduce the unnecessarily wide median width while maintaining the existing traffic flow which has worked successfully since the 1960's. All proposed entrance drives into the Norwalk Cove Marina property have been aligned to work in conjunction with the park requirements. A new exit to the beach parking lot has been relocated away from the heavy pedestrian zone adjacent to the beach and bath houses which discourages vehicles from passing through this area. Specific areas have been designated for future overflow parking when the area adjacent to the property line currently used for this purpose is converted into a pedestrian / bikeway provided for in the Easement Agreement. Alternative C takes

50 Main Street
Suite 360
White Plains, NY 10606-1900
P 914.467.6600



To: Scott Ross

Date: October 15, 2019

Project #: 29919.01

Memorandum

From: Patrick O'Leary, P.E.

Re: NCM Transportation Alternatives

VHB has performed a preliminary review of alternatives prepared for the "Calf Pasture Beach, Proposed Circulation Improvements", Alternatives A, B and C, as requested by your office. In conjunction with the review, VHB developed Opinions of Probable Cost for each Alternative.

ALTERNATIVES

Alternative A is generally consistent with current traffic patterns in the park and should continue to operate effectively assuming appropriate signage is incorporated at the new turn-a-round located at the entrance to the Coast Guard Station. The NCM Team does not believe that a full cul-de-sac configuration as shown on Alternative A is necessary and has proposed a revised turn-a-round (see attached sketch.) This turn-a-round is required to allow vehicles to reverse direction when the manual gates are locked, and the park is closed after hours (very limited use). The revised turn-a-round was designed to facilitate the through movement when the gates are open, provide convenient U-turns for traditional passenger vehicles, emergency vehicles, and single unit trucks (including school buses) when the gates are locked and minimize any encroachment of pavement into the park. VHB has attached turning templates to demonstrate the adequacy of vehicle movements completing U-Turns with the revised turn-a-round. While Alternative A minimizes costs, it does not eliminate the existing, rather circuitous, traffic flow to enter the beach parking lot.

Alternative B proposes a rather unconventional traffic flow which is not desirable from an overall traffic circulation standpoint. Segments along Calf Pasture Beach Road appear to be operating counter flow, with the vehicle driver on the left-hand side of the travel way. This configuration may/will lead to a certain level of discomfort for drivers and passengers, as well as, potentially create some level of confusion for drivers that would ultimately lead to diminished levels of service and safety. In addition, the Round-a-Bout proposed at the location of the old gate house / turn-a-round may not have an adequate radius nor adequate weaving distances to accommodate the anticipated traffic flow, which might create further confusion in conjunction with safety issues. In order to adequately accommodate these proposed traffic maneuvers, the roadway footprint may need to be expanded significantly into the park area in proximity to the beach. Such expansion is highly undesirable.

Alternative C was developed by the NCM Team with input from City staff to incorporate desired elements of A and B, improve the functionality of traffic and parking while minimizing construction cost. This Alternative maintained existing traffic flows within the park while incorporating new access/egress points to the main parking field via a new left turn movement directly from Calf Pasture Beach Road. This design significantly simplifies the entrance to the parking lot and enhances wayfinding signage for both residents and non-residents. Although not required, this alternative proposes to increase the useable land area in the park for open space or overflow parking by relocating a portion of the north bound drive lane to reduce the unnecessarily wide median width while maintaining the existing traffic flow which has worked successfully since the 1960's. All proposed entrance drives into the Norwalk Cove Marina property have been aligned to work in conjunction with the park requirements. A new exit to the beach parking lot has been relocated away from the heavy pedestrian zone adjacent to the beach and bath houses which discourages vehicles from passing through this area. Specific areas have been designated for future overflow parking when the area adjacent to the property line currently used for this purpose is converted into a pedestrian / bikeway provided for in the Easement Agreement. Alternative C takes

50 Main Street
Suite 360
White Plains, NY 10606-1900
P 914.467.6600

advantage of the existing "time proven" infrastructure and incorporates minor modifications to provide quick and easy access into the main parking field (dedicated left turn lane and new divided entrance into main parking field).

OPINION OF PROBABLE COST

No detailed cost estimates were developed for the alternatives due to the lack of detailed design information. Opinions of Probable Cost were developed for the Alternative sketches in order to provide some relative pricing information for Alternatives A, B and C and are provided below:

	Probable Costs	20% Contingency	Total
• Alternative A:	\$ 20,000	\$ 5,000	\$ 25,000
• Alternative B:	\$700,000	\$140,000	\$840,000
• Alternative C:	\$590,000	\$115,000	\$705,000

NOTE: In Alternative C, the probable costs associated with abandoning and relocating the new north bound section of roadway is approximately \$340,000 (\$410,000 including 20% contingency). It is possible to construct this scope as a second phase, which reduces the probable costs for the initial phase to \$250,000 (\$300,000 including 20% contingency).

It is our opinion, that when all Alternatives are reviewed in terms of feasibility, safety, cost, and benefit to the public, Alternative C will provide the greatest benefit to the community while minimizing the cost of improvements. **It is important to note that the cost associated with this alternative could potentially be reduced by 40-70% through value engineering (i.e., utilizing the existing infrastructure to its fullest extent).**

ATTACHED EXHIBITS

Alternative A (aerial view)

Alternative B (aerial view)

Alternative C (aerial view)

Alternative C (plan view)

Parking Lot Entrance Detail (Alt. A & C)

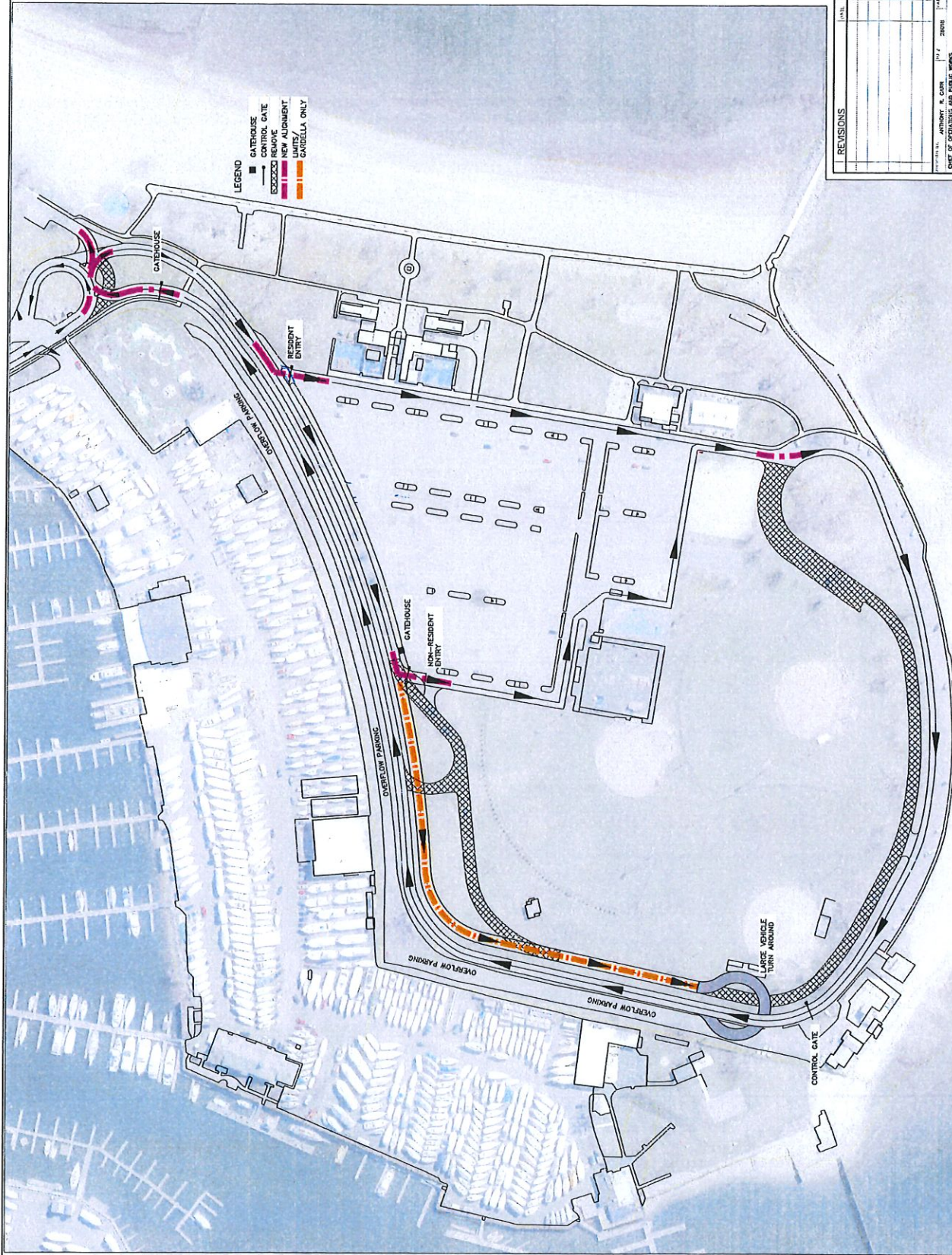
Turn Around at Coast Guard Station (Alt. A & C)

Turn Around Turning Templates

Calf Pasture Beach Road Concept Section

Opinion of Probable Costs Detail





- LEGEND
- GATEHOUSE
 - CONTROL GATE
 - EXISTING ALIGNMENT
 - NEW ALIGNMENT
 - LIMITS
 - GATEELLA ONLY

CITY OF NORWALK DEPARTMENT OF PUBLIC WORKS	
Calf Pasture Beach PROPOSED CIRCULATION IMPROVEMENT	
Alternative B	
DATE: 11-1-17	DWG TITLE: CIRCULATION IMPROVEMENT
SCALE: 1" = 100'	SHEET: 1 OF 1

REVISIONS	DATE	BY	CHKD

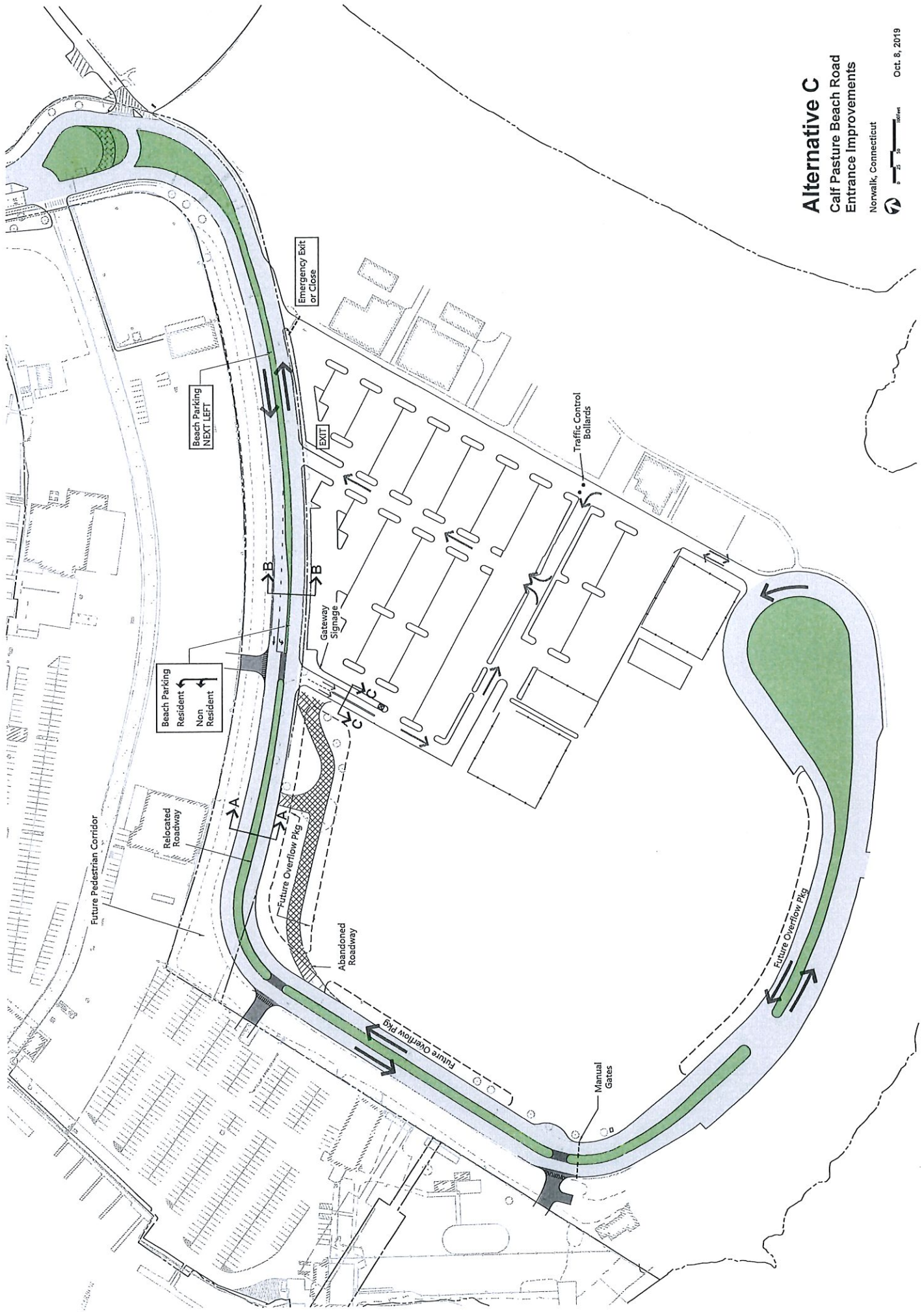
PROJECT NO.	22333
PROJECT NAME	CALF PASTURE BEACH
PROJECT LOCATION	NORWALK, CT
PROJECT OWNER	CITY OF NORWALK
PROJECT ENGINEER	ANTHONY R. GURE
PROJECT ARCHITECT	CHIEF OF OPERATIONS AND PUBLIC WORKS



Alternative C
Calf Pasture Beach Road
Entrance Improvements

Norwalk, Connecticut

Oct. 8, 2019



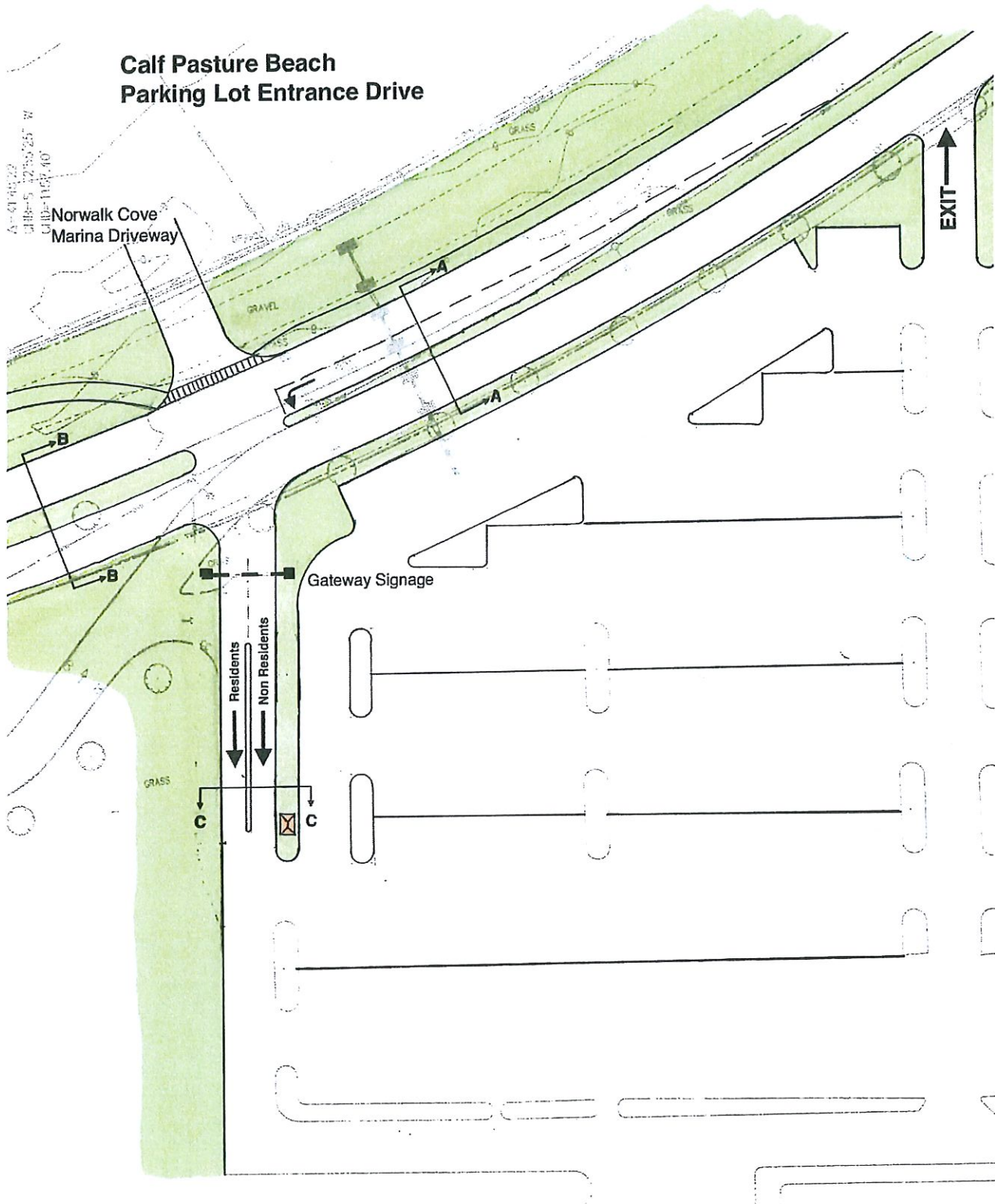
Alternative C

Calf Pasture Beach Road Entrance Improvements

**Calf Pasture Beach
Parking Lot Entrance Drive**

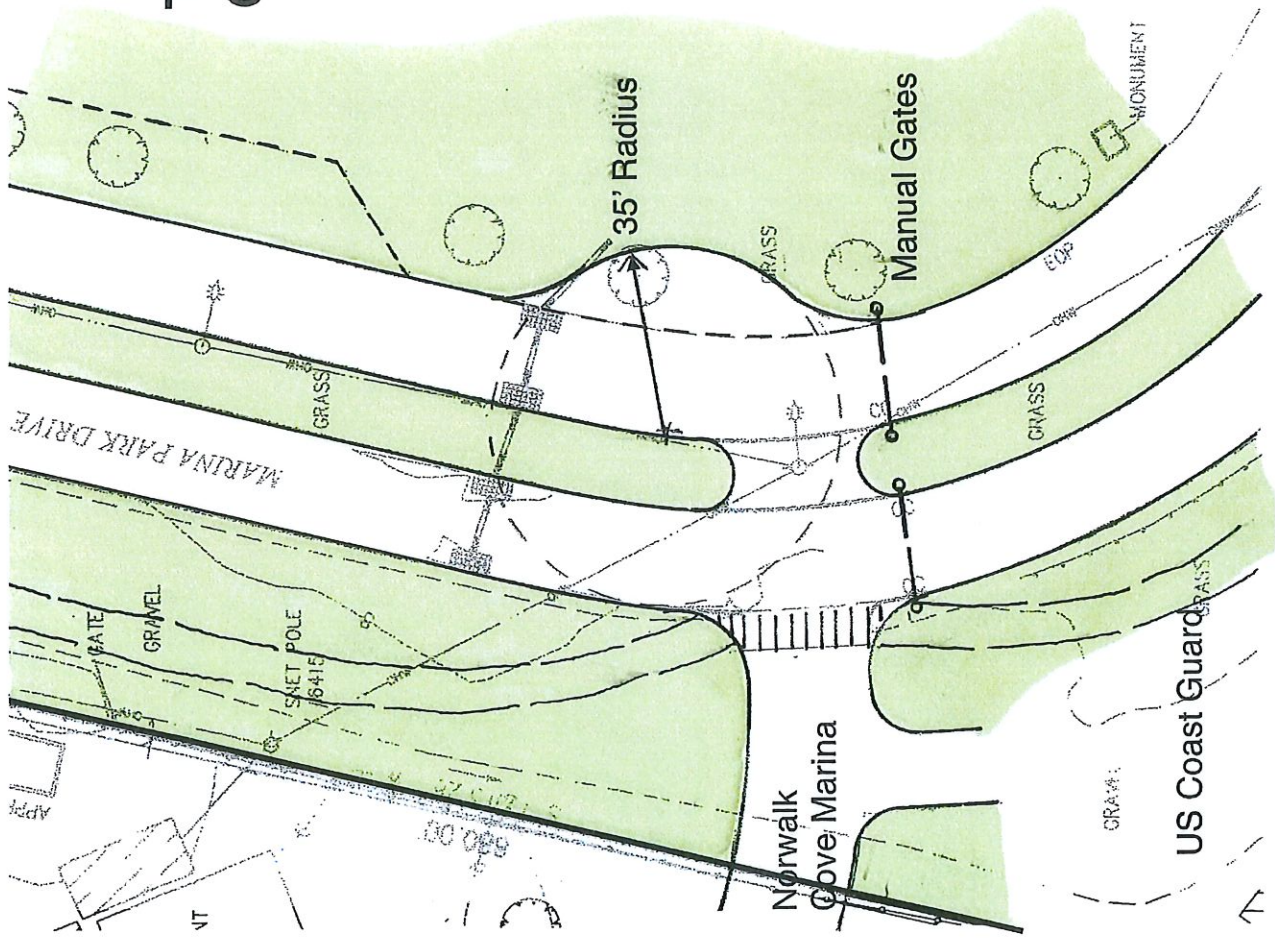
A-4144/22
418-5 125025 W
418-1167 40'

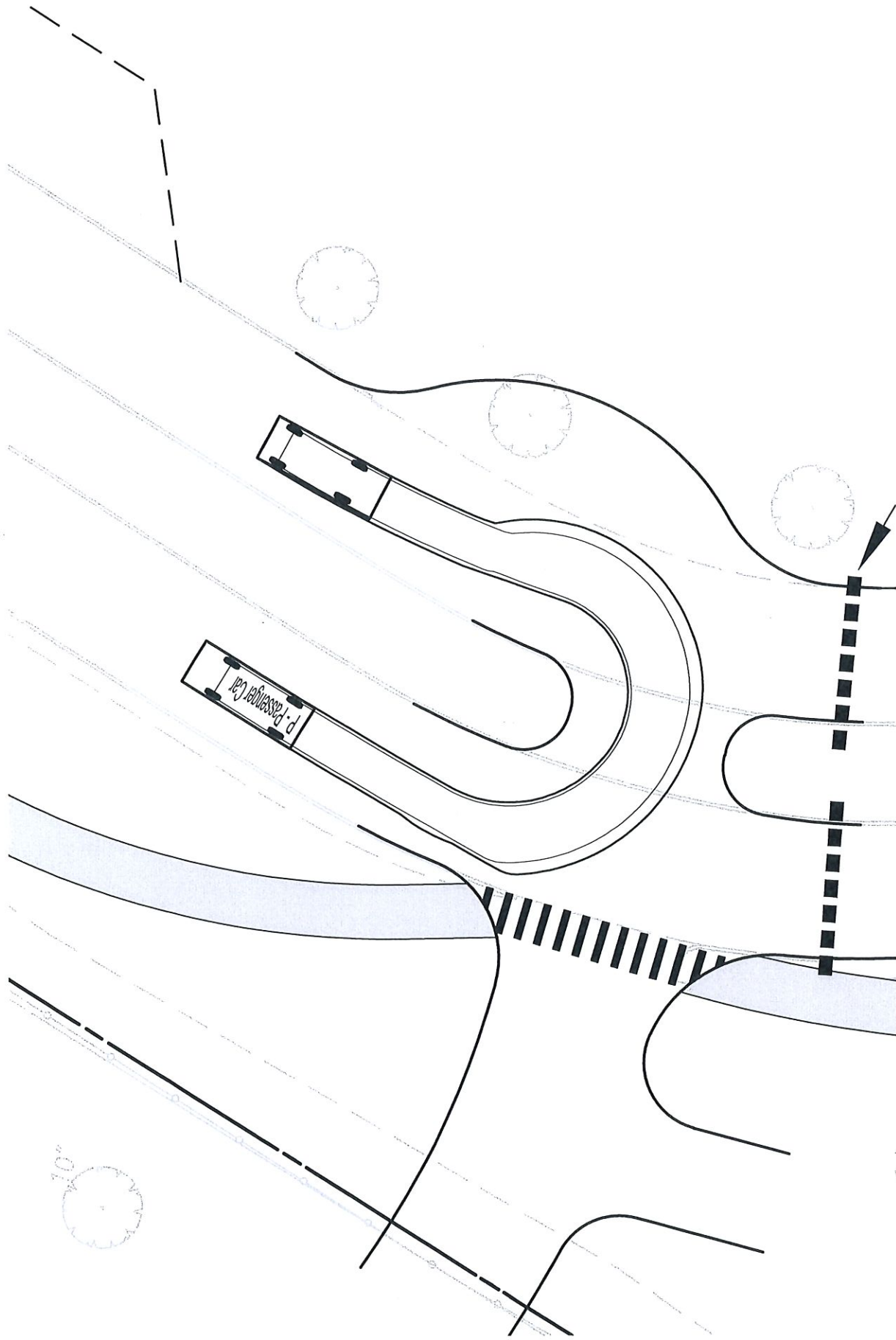
Norwalk Cove
Marina Driveway



Turn Around at Coast Guard Station

Ball Field

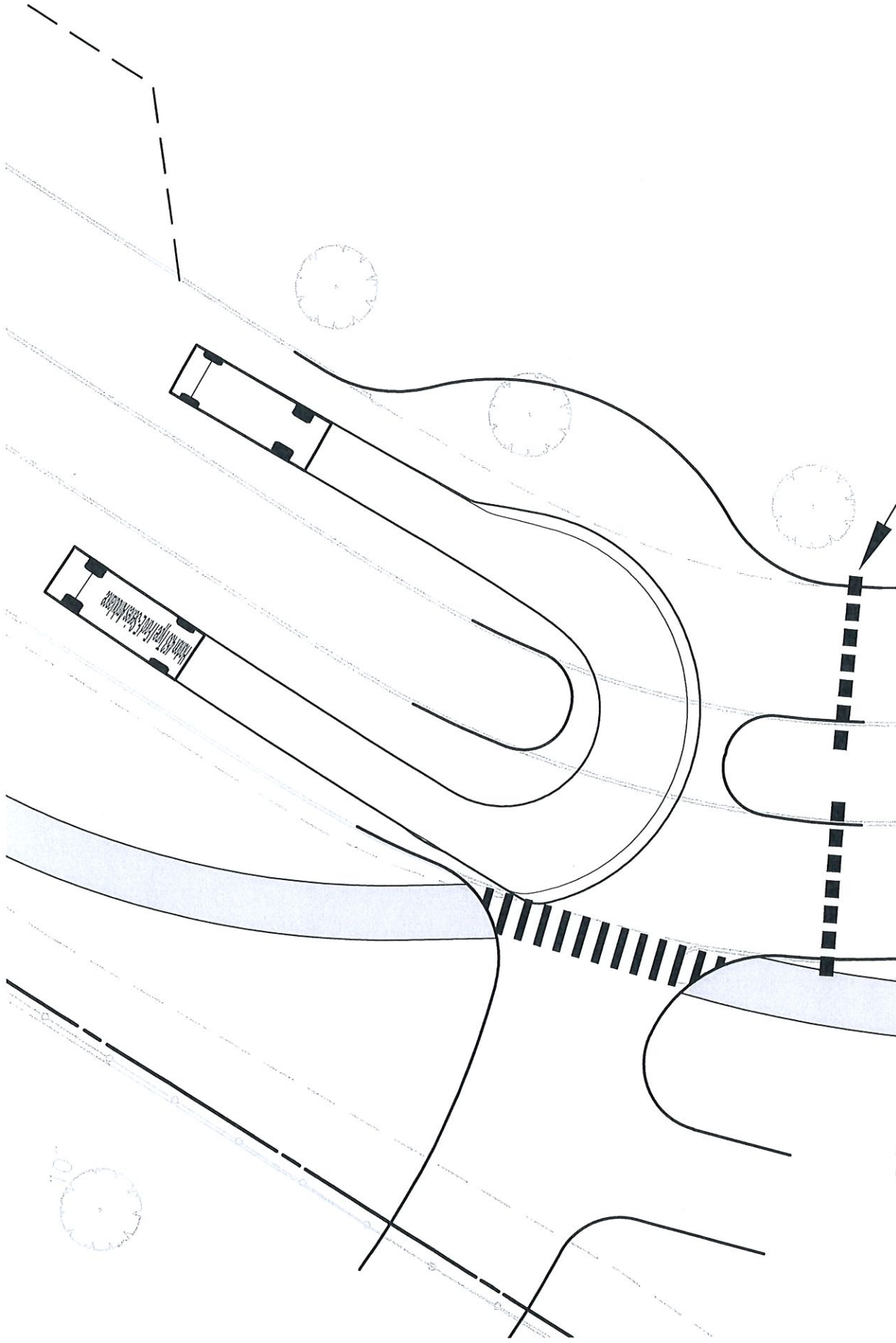




Calf Pasture Beach Road
Entrance Improvements
Norwalk, Connecticut

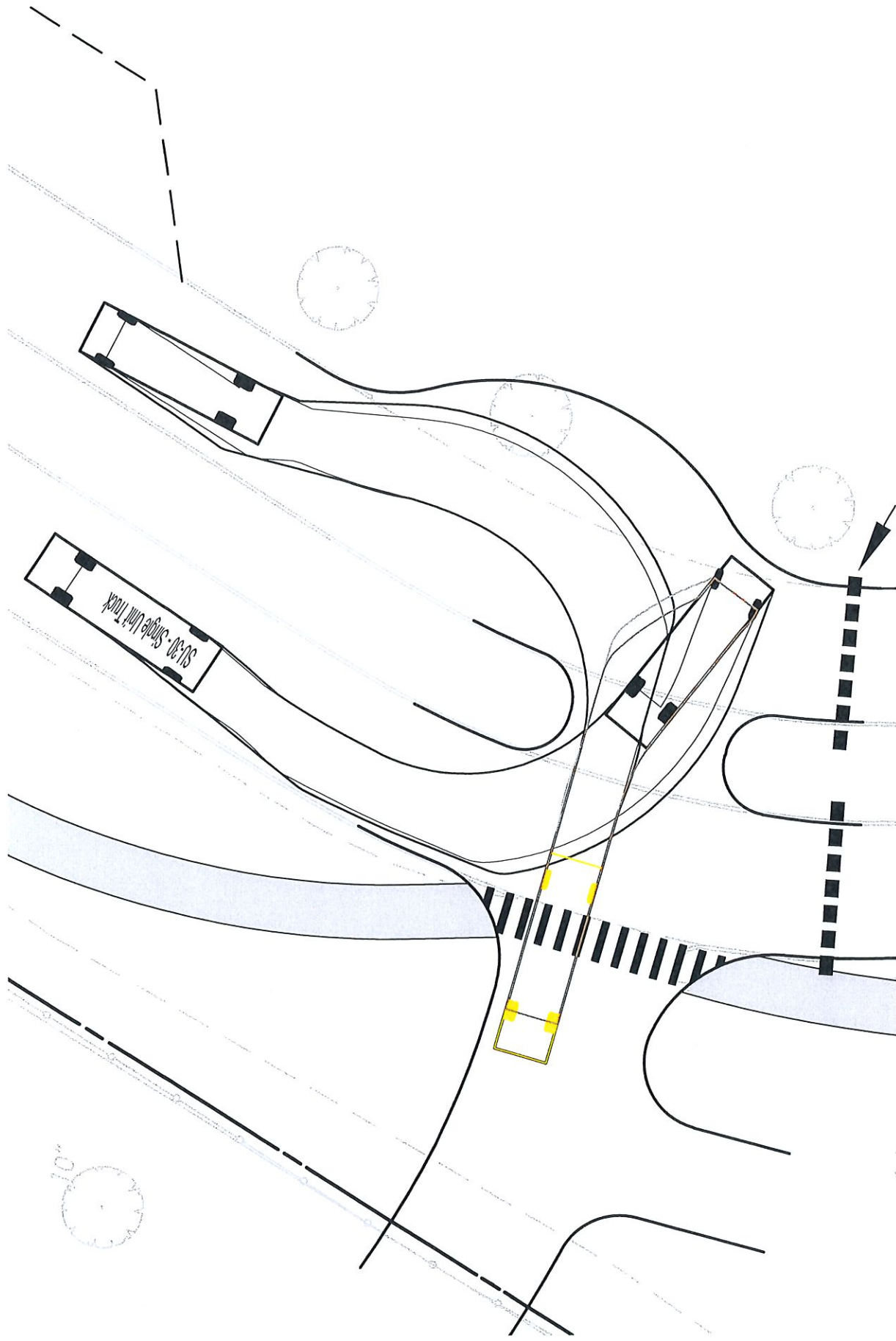
TT-1
Passenger Car
October 11, 2019





Calf Pasture Beach Road
Entrance Improvements
Norwalk, Connecticut

TT-2
Ambulance
October 11, 2019

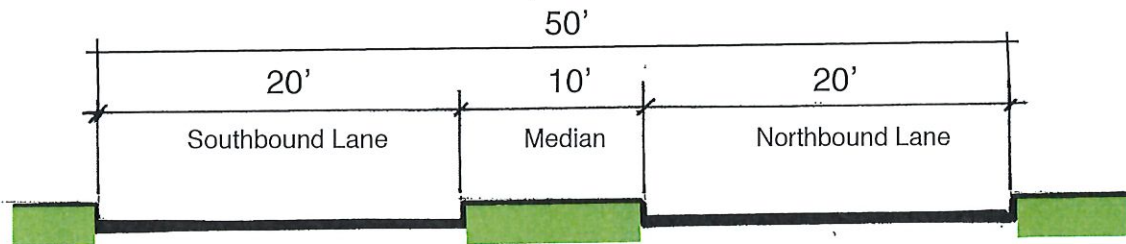


Calf Pasture Beach Road
Entrance Improvements
Norwalk, Connecticut

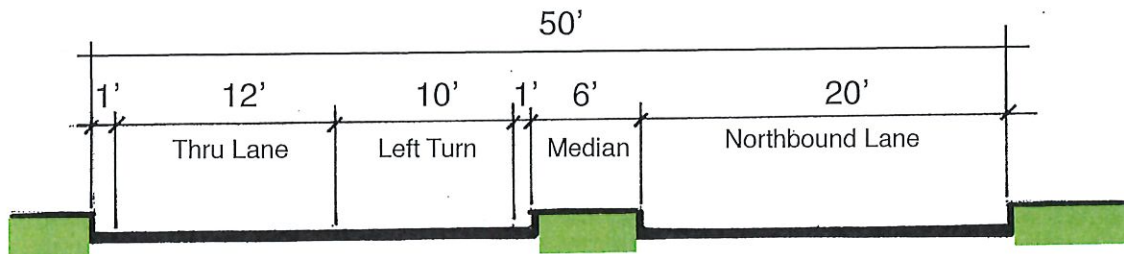
TT-3
SU-30

October 11, 2019

Calf Pasture Beach Road Sections

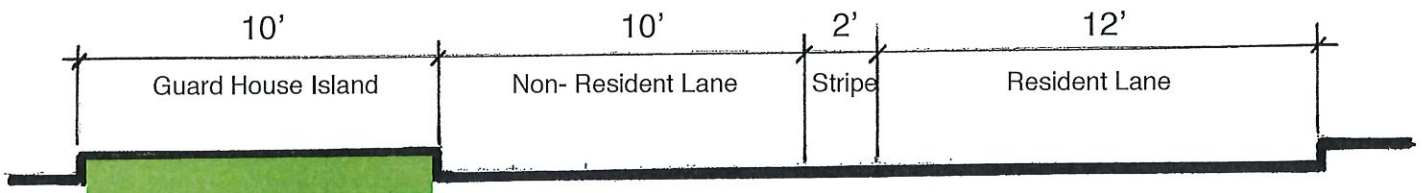


Section A-A



Section B-B

Parking Lot Entrance Drive



Section C-C

Item	Description	Quantity	Unit	Total Including O&P	Estimated Cost
1.00	Municipal Roadway Improvements - City Work				\$ 25,852.03
1.01	Abandoned Roadway	0	S.F.	\$ 3.57	\$ -
1.02	Closed Loop at Round-a-Bout	0	S.F.	\$ 3.57	\$ -
1.03	New Relocated Roadway Section	288	S.F.	\$ 22.72	\$ 6,543.36
1.04	Left Turn Lane (to parking)	0	S.F.	\$ 22.72	\$ -
1.05	New Parking Access (assumes complete reconstruction)	0	S.F.	\$ 22.72	\$ -
1.06	New Parking Exit (assumes complete reconstruction)	0	S.F.	\$ 22.72	\$ -
1.07	Signs, Manual Gates, Incidentals	1	E.A.	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 21,543.36
				Contingency (20%)	\$ 4,308.67
				Total Cost	\$ 25,852.03
2.00	NCM Improvements - Gardella Work				\$ 108,456.19
2.01	Three (3) Curb Cuts to Gardella Property (includes median break if required)	3,978	S.F.	\$ 22.72	\$ 90,380.16
				Subtotal	\$ 90,380.16
				Contingency (20%)	\$ 18,076.03
				Total Cost	\$ 108,456.19

Notes:

1. No allowance is included for future Bike Path.
2. No allowance is included for Parking Expansion.
3. No allowance is included/required for relocated Waterfront Access Easement.
4. This cost opinion is based upon available existing conceptual information. No detailed design drawings were available for development of a more detailed cost opinion/estimate.
5. Refer to cost estimate provided for VHB project number 29916.00 for available cost data.

Please note, the cost associated with the various improvements are generally based upon complete reconstruction of areas as shown on the plans. There are numerous opportunities to value engineer the concepts to reduce the necessary construction (minimize access drive widths while locating in a manner that maximizes use of existing pavements). Value Engineering of the improvements in conjunction with nominal reductions in servability could potentially reduce cost of improvements by 40-70%.

Item	Description	Quantity	Unit	Total Including O&P	Estimated Cost
1.00	Municipal Roadway Improvements - City Work				\$ 840,501.79
1.01	Abandoned Roadway	44,943	S.F.	\$ 3.57	\$ 160,446.51
1.02	Closed Loop at Round-a-Bout	1,513	S.F.	\$ 3.57	\$ 5,401.41
1.03	Modification to Round-a-Bout	1	E.A.	\$ 100,000.00	\$ 100,000.00
1.04	New Relocated Roadway Section	18,467	S.F.	\$ 22.72	\$ 419,570.24
1.05	Left Turn Lane (to parking)	0	S.F.	\$ 22.72	\$ -
1.06	New Parking Access (assumes complete reconstruction)	0	S.F.	\$ 22.72	\$ -
1.07	New Parking Exit (assumes complete reconstruction)	0	S.F.	\$ 22.72	\$ -
1.08	Signs, Manual Gates, Incidentals	1	E.A.	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 700,418.16
				Contingency (20%)	\$ 140,083.63
				Total Cost	\$ 840,501.79
2.00	NCM Improvements - Gardella Work				\$ 108,456.19
2.01	Three (3) Curb Cuts to Gardella Property (includes median break if required)	3,978	S.F.	\$ 22.72	\$ 90,380.16
				Subtotal	\$ 90,380.16
				Contingency (20%)	\$ 18,076.03
				Total Cost	\$ 108,456.19

Notes:

1. No allowance is included for future Bike Path.
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Item	Description	Quantity	Unit	Total Including O&P	Estimated Cost
1.00	Municipal Roadway Improvements - City Work				\$ 705,773.62
1.01	Abandoned Roadway	12,454	S.F.	\$ 3.57	\$ 44,460.78
1.02	Closed Loop at Round-a-Bout	1,513	S.F.	\$ 3.57	\$ 5,401.41
1.03	New Relocated Roadway Section	12,980	S.F.	\$ 22.72	\$ 294,905.60
1.04	Left Turn Lane (to parking)	2,226	S.F.	\$ 22.72	\$ 50,579.26
1.05	New Parking Access (assumes complete reconstruction)	6,309	S.F.	\$ 22.72	\$ 143,347.30
1.06	New Parking Exit (assumes complete reconstruction)	1,516	S.F.	\$ 22.72	\$ 34,450.34
1.07	Signs, Manual Gates, Incidentals	1	E.A.	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 588,144.69
				Contingency (20%)	\$ 117,628.94
				Total Cost	\$ 705,773.62
2.00	NCM Improvements - Gardella Work				\$ 108,456.19
2.01	Three (3) Curb Cuts to Gardella Property (includes median break if required)	3,978	S.F.	\$ 22.72	\$ 90,380.16
				Subtotal	\$ 90,380.16
				Contingency (20%)	\$ 18,076.03
				Total Cost	\$ 108,456.19

Notes:

1. No allowance is included for future Bike Path.
2. No allowance is included for Parking Expansion.
3. No allowance is included/required for relocated Waterfront Access Easement.
4. This cost opinion is based upon available existing conceptual information. No detailed design drawings were available for development of a more detailed cost opinion/estimate.
5. Refer to cost estimate provided for VHB project number 29916.00 for available cost data.

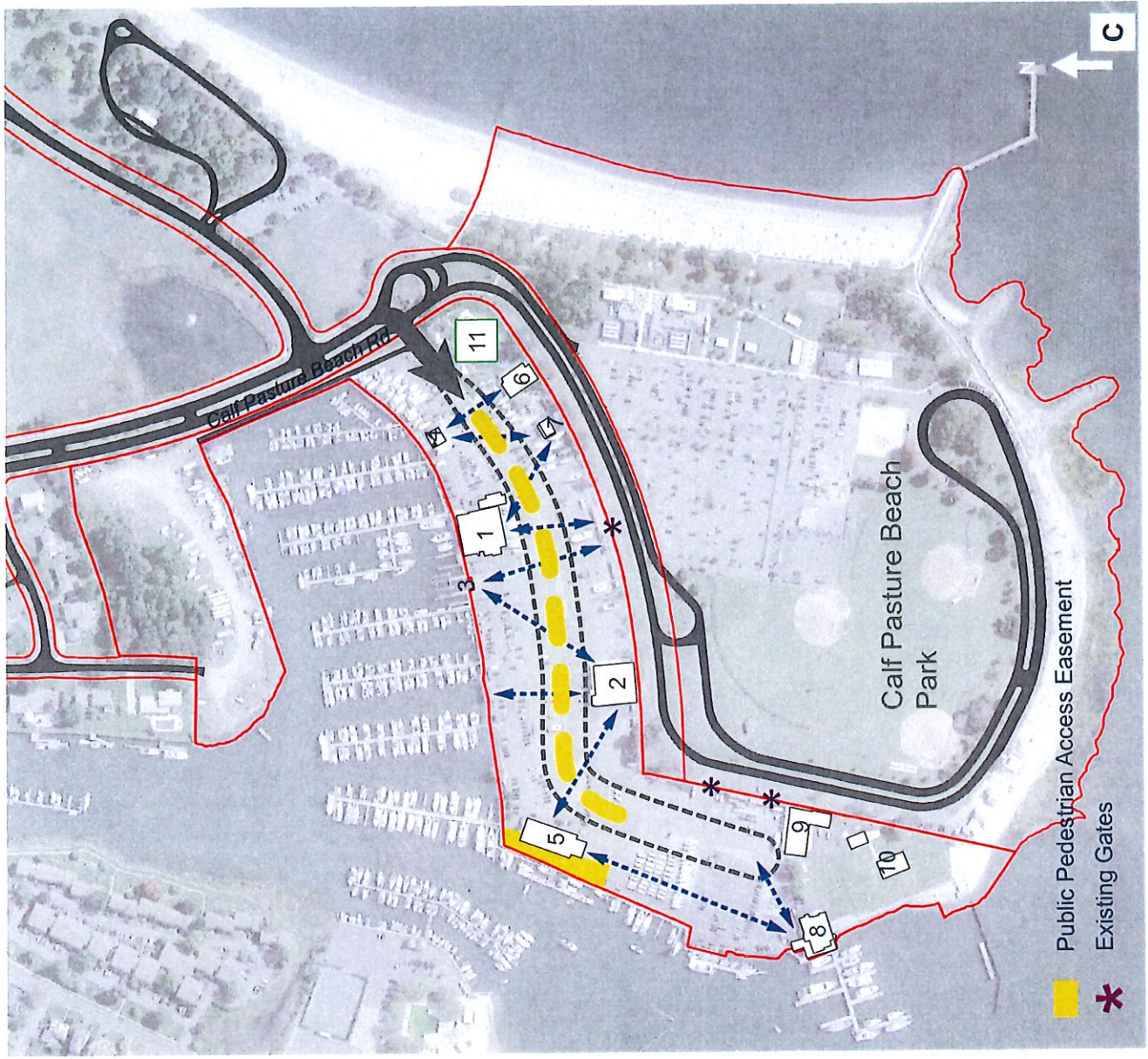
Please note, the cost associated with the various improvements are generally based upon complete reconstruction of areas as shown on the plans. There are numerous opportunities to value engineer the concepts to reduce the necessary construction (minimize access drive widths while locating in a manner that maximizes use of existing pavements). Value Engineering of the improvements in conjunction with nominal reductions in servability could potentially reduce cost of improvements by 40-70%.

Existing Gardella Parcels



Existing Uses

	PROGRAM AREA	PARKING
Full Service Marina	383 slips	390
1. Maintenance/ Repair	5,214 SF	13
2. Maintenance/Repair/Offices	7,100 SF	21
3. Travel Lift		
4. Bath House	814 SF	
5. Ships Store (Retail/Office)	13,280 SF	20
6. Game Arcade Building	3,085 SF	12
7. Office (NE Marine Electronics)	880 SF	3
8. Sunset Grille Restaurant	1,160 SF	31
9. Sound Sailing Center	5,525 SF	23
10. Event Space Functions accommodation 200-300 guest	2 acres	50
11. Mini Golf	1 acre	19
Total	37,058 SF	582



Conceptual Marina Master Plan

-For Discussion Purposes Only-

Proposed Marina Uses

1. Boat Lift
2. Service
3. Paint Shop
4. Outside rack storage
5. Clubhouse

Ancillary Uses

Office

Ship Store

Restaurant

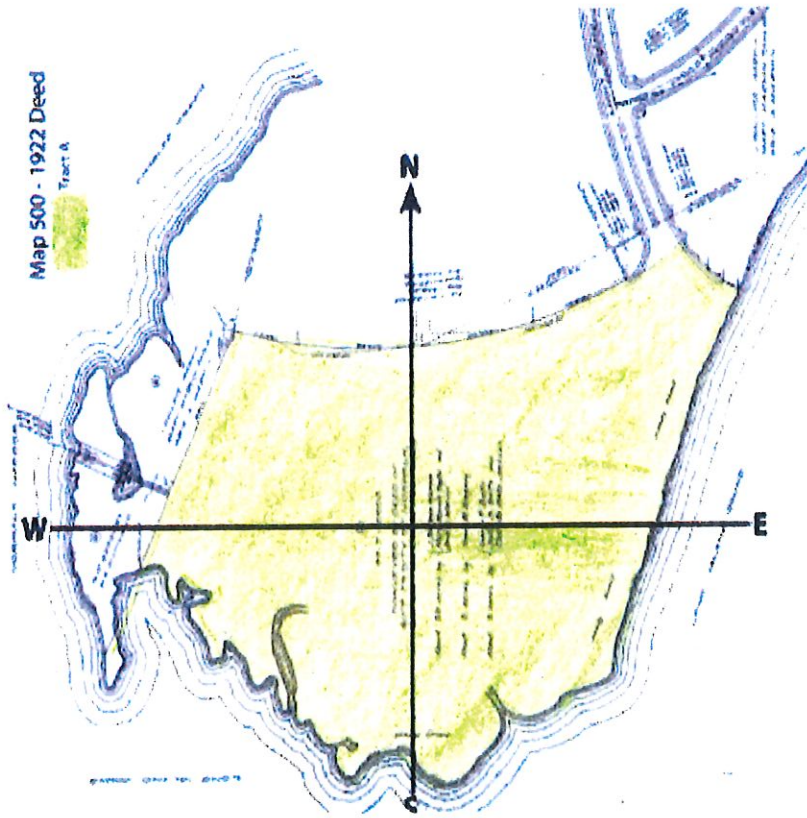
Sound Sailing

Event Venue

MARINA
BOATYARD

Map 500 - 1922 Deed

Tract A

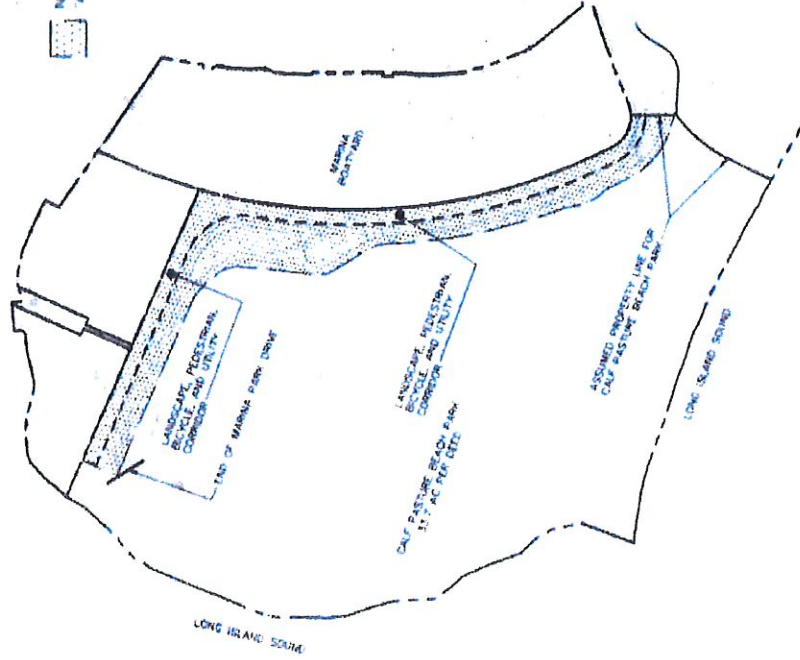


"... The Releasors, however, reserve to themselves and each of them and for the benefit of Reed G. Haviland, and for their and his respective heirs and assigns forever, a right of way over the **Westerly and Northerly sides or portions of tract "A" to said parkway or boulevard for access and egress to and from the respective lands of said parties adjoining tract "A".** ..."

Quit Claim Deed, J. Wallace Marvin et als to the City of Norwalk dated August 7, 1922, recorded on August 9, 1922 in Volume 177 at Page 324 of the Norwalk Land Records

Exhibit B

NEW RIGHT OF WAY LOCATION
'AGREED RIGHT OF WAY'



"The City and Gardella agree that the Existing Park Right of Way shall be located within the area labeled as "New Right of Way Location" on a map titled 'Plan Specifying Location of Park Right of Way' prepared by VHB, dated March 1, 2018 which is attached hereto as Exhibit B [the 'Agreed Right of Way']...To the extent that the Existing Right of Way [1922 Deed] encumbers areas within the westerly portion of the Park and areas within the northerly portion of the Park, not also located within the Agreed Right of Way, those rights are hereby released, extinguished, and terminated."

Proposed EASEMENT AGREEMENT between Gardella Brothers Limited Partnership and the City of Norwalk, Paragraph 2.(a) and (c)