



## **SPECIAL MEETING – ECONOMIC AND COMMUNITY DEVELOPMENT AGENDA**

**JANUARY 12, 2026, 6:00 PM  
BY ZOOM VIRTUAL MEETING**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at [norwalkct.gov/meetings](https://norwalkct.gov/meetings).



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial \*9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



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Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Sabrina Godeski at [sgodeski@norwalkct.gov](mailto:sgodeski@norwalkct.gov) with the subject line "Public Comment" to provide written public comment prior to the meeting.

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. ACCEPTANCE OF MINUTES**

**A. Special Meeting: December 3, 2025**

**IV. PUBLIC PARTICIPATION**

**V. OLD BUSINESS**

**VI. NEW BUSINESS**

**A. Transportation Mobility and Parking**

1. Authorize the Director of Transportation, Mobility, and Parking to increase the contract for Fuss and O'Neill in an amount not to exceed \$27,500 for the Soundview Avenue

Project.

ACCT: 0926-3750-5777-C0824

2. Authorize the Mayor, Barbara C. Smyth, to execute and agreement between the city and B&W Paving & Landscaping LLC for a sum not to exceed \$437,110.00 for project 4481 TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave.

ACCT: 520000-5796-MLK01

3. Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract between the city of Norwalk and B&W Paving & Landscaping LLC, for project TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave for a sum not to exceed \$43,711.00.

ACCT: 520000-5796-MLK01

4. Authorize the Mayor, Barbara C. Smyth, to execute an agreement with Safety Marking LLC for Project TMP2026-1 Pavement Markings, Symbols and Legends at Various Locations for an amount not to exceed \$271,829.00.

ACCT(S): 0926-3750-5777-C0562

0925-3750-5777-C0562

0926-3750-5777-C0562

0926-3750-5777-C0824

5. Authorize the Mayor, Barbara C. Smyth, to execute an Agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project TMP 2025-6 South Main Street Rail Spur and Berm Removal, for an amount not to exceed \$849,497.00.

ACCT: 0924-3750-5777-C0835

## **B. Redevelopment**

1. Authorize the Mayor, Barbara C. Smyth, to execute any and all agreements and other documents necessary to transfer ownership of the "SONO" signage currently located under Railroad Bridge in South Norwalk, and a license agreement with the State of Connecticut, Department of Transportation for the right to continue to maintain the sign at said location.

## **VII. ADJOURNMENT**

**CITY OF NORWALK  
ECONOMIC AND COMMUNITY DEVELOPMENT  
SPECIAL MEETING  
DECEMBER 3, 2025  
BY ZOOM VIRTUAL MEETING**

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**I. CALL TO ORDER**

Chairman Goldstein called the meeting to order at 7:00p.m.

**II. ROLL CALL**

Chairman Goldstein called the Roll: Josh Goldstein, Chairman; Barbara Smyth, Jim Frayer, Jalin Sead, Lisa Shanahan

At Roll Call, there were five (5) Committee members present, constituting a quorum. Darlene Young arrived at 6:04 p.m. and Heather Dunn arrived at 6:05 p.m.

**ATTENDANCE:** Josh Goldstein, Chairman; Barbara Smyth, Jim Frayer, Jalin Sead, Lisa Shanahan, Darlene Young (6:04 p.m.), Heather Dunn (6:05 p.m.)

**STAFF:** Sabrina Godeski, Jay Habansky

**OTHERS:** Nicole Eady, Anne Wennerstrand, Steve Kleppin, Jim Travers, Fred Eshraghi, Austin Nichols, Nell Blaszkiewicz

### **III. ACCEPTANCE OF MINUTES**

#### **A. SPECIAL MEETING: OCTOBER 9, 2025**

There was no report on this item.

**\*\*MS. SMYTH MOVED THE ITEM**

**\*\*MS. SHANAHAN ABSTAINED**

**\*\*MOTION PASSED UNANIMOUSLY WITH ONE (1) ABSTENTION**

### **IV. PUBLIC PARTICIPATION**

Diane CeCe spoke about the new online permitting and licensing system for the city. She stated the memo dated 11-24-25 from Mr. Habansky to the committee and council, listed the vendor's name as MainStar instead of MaintStar. She recommended they make the change to the correct name so it wouldn't be an issue later. She asked if this system is something the residents and others would be using? For the record, Ms. CeCe speaks on behalf of herself and not ENNA. She wanted to know who was on the selection committee. She said based on Mr. Habansky's memo, she only sees internal departments as part of that group. If this is intended for residents or other members of the community, she wants to know why they weren't part of the committee and, if they were, she would like to know who they were.

Chairman Goldstein closed the public hearing at 6:06p.m.

### **V. NEW BUSINESS**

#### **A. ECONOMIC AND COMMUNITY DEVELOPMENT**

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH MAINSTAR, FOR PROJECT #4435 – COMMUNITY DEVELOPMENT SOFTWARE & SERVICES, FOR AN AMOUNT NOT TO EXCEED \$500,000.00 TO IMPLEMENT A NEW ONLINE PERMITTING AND LICENSING SYSTEM.**

**ACCT: 0926-3710-5777-C0731**

Mr. Habansky reported on this. He thanked Ms. CeCe for catching the autocorrect spelling of the vendor's name. He said the process started back in October 2024, and

the idea has been going on for quite some time prior, in an effort to try to improve the efficiency and effectiveness of the permitting system in the city of Norwalk. Barry Dunn Consulting Services was hired by the city to do an environmental assessment essentially to get a feeling about how things are operating currently and to get a baseline and then work with staff to develop an appropriate workflow. He explained the process to the committee. The following departments that were part of the committee involved in reviewing the proposals are Building/Code, Business Development and Tourism, Health Department, IT, Planning and Zoning, Public works, TMP, Police, Fire Marshall's Office and Mayor's Office. He said that the system should be available within 10 to 12 months. He would like to gradually go live in portions within six (6) months and then continue to build out. The committee went into a brief discussion and Mr. Habansky answered the committee's questions. Mr. Kleppin commented on the process.

**\*\*MS. SHANAHAN MOVED THE ITEM**

**\*\*MOTION PASSED UNANIMOUSLY**

## **B. PLANNING AND ZONING**

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO INCREASE THE CONTRACT WITH ARC DOCUMENT SOLUTIONS FOR AN AMOUNT OF \$2,495 TO INCLUDE GIS CUSTOMIZATION AND A PUBLIC ACCESS MODULE.**

**ACCT: 011370-5742**

Mr. Kleppin reported on this. They have been working on scanning historic tax assessment field cards. He explained what that is and the process. This should be up and live by the end of the calendar year. This would be linked on the Tax Assessor's page and the Planning and Zoning page.

**\*\*MR. FRAYER MOVED THE ITEM**

**\*\*MOTION PASSED UNANIMOUSLY**

## **C. TRANSPORTATION MOBILITY AND PARKING**

**1. AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY, AND PARKING TO AMEND THE AGREEMENT WITH NYCONN CORPORATION FOR TRAFFIC ON-CALL SERVICES FOR AN AMOUNT NOT TO EXCEED \$175,000.00.**

**ACCTS: 0923-4120-5777-C0232**  
**0925-3750-5777-C0232**

Mr. Eshraghi reported on this. He stated they are requesting \$175,000.00 for the project to be able to keep up with the emergency situations that they may have in the next three (3) years for all of their traffic signals and all the equipment included.

**\*\*MS. YOUNG MOVED THE ITEM**

**\*\*MOTION PASSED UNANIMOUSLY**

**2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO ANY AND ALL DOCUMENTS AND AGREEMENTS REQUIRED BY THE CONNECTICUT DEPARTMENT OF TRANSPORTATION (CT DOT) TO ACCEPT GRANT FUNDING UNDER THE COMMUNITY CONNECTIVITY GRANT PROGRAM.**

Ms. Blaszkiewicz wrote this grant. The grant is for continuing Phase One construction of the Wall Street Corridor Improvements. There is currently construction between Main Street and Brook Street on Wall Street. This would continue pedestrian improvements, street lighting, streetscape improvements from Brook Street up to East Avenue. This is also where the first gateway arch is for Wall Street, which the community was able to vote on. She said it was very exciting to see the community and public participation take fruition into their grant programs. There will be a public meeting about this. They were awarded \$800,000.00 for the grant.

**\*\*MR. SEAD MOVED THE ITEM**

**\*\*MOTION PASSED UNANIMOUSLY**

**VI. OLD BUSINESS**

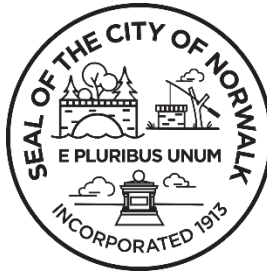
There was no old business.

**VII. ADJOURNMENT**

Mr. Frayer moved to adjourn.

Motion passed unanimously.

The meeting was adjourned at 6:42p.m.



DEPT OF FINANCE - Purchasing Department

**NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM**

DATE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

**Check One:**

1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). <b>Please forward this form and supporting documentation within 48 hours of the Emergency</b>
6	Other, please explain:

TOTAL COST: \_\_\_\_\_ MUNIS Account: \_\_\_\_\_

VENDOR: \_\_\_\_\_

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	<i>James Travers</i>
Purchasing Agent Name	Does Not Support	Department Head Name
Date	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date

**JUSTIFICATION:**

**ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes):** \_\_\_\_\_

**Vendor 1:** \_\_\_\_\_

**Vendor 2:** \_\_\_\_\_

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**EMERGENCY:** Explain in detail the nature of the emergency

AMENDMENT NO. 4

TO THE AGREEMENT  
BETWEEN  
City of Norwalk (Client)  
AND  
FUSS & O'NEILL, INC.  
FOR  
PROFESSIONAL SERVICES

In consideration of the mutual promises herein contained, the parties hereto agree to amend their Agreement as described in the proposal for 100% sidewalk design services for the Soundview Avenue sidewalk connection project as follows:

**PROJECT JUSTIFICATION** As a result of the City retaining a new contractor to complete the subject project, F&O has been requested to provide additional construction administration and inspection services related to the installation of the new sidewalk and a cast-in-place concrete retaining wall by Colonna on the south side of Soundview Avenue, just east of the intersection of Deerfield Street.

**SCOPE OF SERVICES**

F&O will provide the following additional construction administration and inspection services:

1. Attend a kickoff meeting with the new contractor and coordinate with the new contractor to answer any questions and ensure the contractor has a clear understanding of the revised retaining wall design drawings and the remaining work to be completed. We will also coordinate with the City to provide frequent updates on construction completion status.
2. Review and comment on contractor shop drawings, submittals and/or RFI's.
3. As a result of the Colonna schedule required to complete the retaining wall project, construction inspection services will be required for an additional 6 weeks. This task includes an average of two site visits each week for a period of six (6) additional weeks by Fuss & O'Neill personnel to monitor and inspect concrete pours and rebar installation associated with the retaining wall and sidewalk construction (up to 12 visits total). These site inspection visits are in addition to the previous site inspection visits associated with Contract Amendment Nos. 2 and 3 that were already completed by Fuss & O'Neill in August through October 2025 when the previous contractor was on the job.

**SCHEDULE** F&O is prepared to continue construction administration and inspections services immediately upon receipt of the authorization to proceed.

**FEES** \$27,500 (NOT TO EXCEED - hourly/time and materials basis)

The \$27,500 (not to be exceeded) fee will utilize the approved rates associated with the below mentioned on-call contract.

Staff:

- John Guzze: Project Manager / Engineer-in-Charge
- Mark Vertucci: Project Manager / Engineer-in-Charge
- Rick Boggs: Project Manager / Engineer-in-Charge
- Jay LeDoux: Project Manager / Engineer-in-Charge
- Shawn Leamy: Senior Engineer / Designer / Planner
- Claudia Scala: Project Engineer / Designer / Planner

This work will be completed in accordance with the General Terms and Conditions of our Master Agreement for Project 4186 - Transportation, Mobility and Parking (TMP) On Call Traffic Engineering Services dated July 21, 2022.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 4 this 15th day of December, 2025. The following attachments are hereby made part of this amendment: On-Call Rate Table

Approved for  
**CLIENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved for  
**FUSS & O'NEILL, INC.**

By: \_\_\_\_\_  
Name: Mark Vertucci, PE, PTOE  
Title: Vice President  
Date: December 15, 2025



CITY OF NORWALK  
Transportation Mobility & Parking  
P: 203-854-7260  
Norwalk City Hall  
125 East Avenue, PO Box 5125  
Norwalk, CT 06856-5125

**TO:** Economic and Community Development Committee of the Common Council

**FROM:** James Travers – Director of Transportation, Mobility and Parking

**CC:** Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism  
Garrett Boella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking  
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

**REF:** January 12<sup>th</sup>, 2026 Meeting Agenda Item

- A.** Authorize the Mayor, Barbara C. Smyth, to execute an agreement between the city and B&W Paving & Landscaping LLC for a sum not to exceed \$437,110.00 for project 4481 TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave.
- B.** Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract between the city of Norwalk and B&W Paving & Landscaping LLC, for project TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave for a sum not to exceed \$43,711.00.

**DATE:** January 8<sup>th</sup>, 2026

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Memorandum

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The Department of Transportation, Mobility, and Parking has prepared documents to award Bid Number 4481 TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave.

On Thursday, December 11<sup>th</sup>, 2025, the bid opening for TMP2025-5 was conducted, during which, four (4) bids were received. All four bids were evaluated through a comprehensive bid analysis. Based on the results of this evaluation, B&W Paving and Landscaping, LLC, was determined to be the lowest responsible bidder.

The funding for this project is being administered through the Dr. Martin Luther King Corridor Initiative with procedural oversight by the State of CT Department of Economic and Community Development. On Thursday January 8<sup>th</sup>, 2026, the State of CT Department of Economic and

Community Development (DECD) issued a notification via email that the city may proceed awarding the contract to the lowest responsible bidder, B&W Paving and Landscaping, LLC.

### **Project Background**

This project is funded through the City's allocation under the Dr. Martin Luther King Corridor Initiative. During the 2017 legislative session, Freedom Faith Collaborative successfully worked with the State legislature, the Governor's Office and the Department of Banking to designate 3 corridors, in different urban areas in CT as "MLK Corridors". The 3 named are in Norwalk, Middletown and New Britain.

These designated corridors would then serve as an epicenter to help spur increased economic activity to the benefit of the community, residents & municipalities and help solve some of the chronic problems that face urban areas like unemployment, housing & education. The city distributed the funds from the MLK Corridor Initiative across various departments throughout the city.

The scope of work included within this specific project, TMP2025-5, under the MLK Corridor Initiative entails a partial reconstruction of the Dr. Martin Luther Drive at Hamilton Avenue staircase, which will include, concrete repairs, new handrails, installation of new lighting, new concrete sidewalk and ADA Compliant sidewalk ramp installation, precast block retaining wall, along with other miscellaneous work within the vicinity of the stairs.

The Department of Transportation, Mobility, and Parking, requests that the following items to be added on the agenda for the for the January 12<sup>th</sup>, 2026 meeting of the Economic Development Committee.

- A. Authorize the Mayor, Barbara C. Smyth, to execute an agreement between the city and B&W Paving & Landscaping LLC for a sum not to exceed \$437,110.00 for project 4481 TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave.
- B. Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract between the city of Norwalk and B&W Paving & Landscaping LLC, for project TMP2025-5 Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave for a sum not to exceed \$43,711.00.

### **ACCOUNT NUMBERS**

- 520000 5796 MLK01

## **ATTACHMENTS**

- Engineer of Record (CDM Smith) Letter of Recommendation for Acceptance of the Lowest Responsible Bidder
- Completed Bid Tabulation

A copy of the bid information from the Purchasing Department for Project 4481-TMP2025-5, Pedestrian Access Enhancements on Dr. Martin Luther King Jr. Drive at Hamilton Ave. can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>

CONTINUATION SHEET

Project No.: MLK 2025-5 PEDESTRIAN ACCESS ENHANCEMENTS ON HAMILTON AVENUE PROJECT

						BW PAVING & LANDSCAPING		COLONNA CONCRETE		A. VITTI EXCAVATOR LLC		THE GRASSO COMPANIES LLC		
ITEM #	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	0201001A	CLEARING AND GRUBBING	LS	1	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 21,000.00	\$ 21,000.00	\$ 20,000.00	\$ 20,000.00	
2	0202000	EARTH EXCAVATION	CY	30	\$ 75.00	\$ 2,250.00	\$ 60.00	\$ 1,800.00	\$ 50.00	\$ 1,500.00	\$ 150.00	\$ 4,500.00	\$ 65.00	\$ 1,950.00
3	0202100	ROCK EXCAVATION	CY	30	\$ 100.00	\$ 3,000.00	\$ 250.00	\$ 7,500.00	\$ 400.00	\$ 12,000.00	\$ 500.00	\$ 15,000.00	\$ 350.00	\$ 10,500.00
4	0202452A	TEST PIT	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
5	0020509	SAWCUT CONCRETE	LF	25	\$ 20.00	\$ 500.00	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00	\$ 15.00	\$ 375.00
6	02131012	CONDITION SURVEY	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00
7	0213012A	GRANULAR FILL	CY	15	\$ 75.00	\$ 1,125.00	\$ 65.00	\$ 975.00	\$ 75.00	\$ 1,125.00	\$ 150.00	\$ 2,250.00	\$ 100.00	\$ 1,500.00
8	0216000	PERVIOUS STRUCTURAL BACKFILL	CY	35	\$ 75.00	\$ 2,250.00	\$ 65.00	\$ 2,275.00	\$ 75.00	\$ 2,625.00	\$ 150.00	\$ 5,250.00	\$ 105.00	\$ 3,675.00
9	0216012A	CONTROLLED LOW STRENGTH MATERIAL	CY	15	\$ 450.00	\$ 6,750.00	\$ 400.00	\$ 6,000.00	\$ 1,000.00	\$ 15,000.00	\$ 250.00	\$ 3,750.00	\$ 350.00	\$ 5,250.00
10	219003	SEDIMENTATION CONTROL FILTER FABRIC FENCE	LF	25	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00	\$ 3.00	\$ 75.00	\$ 7.50	\$ 187.50
11	0202529	CUT BITUMOUS PAVEMENT	LF	60	\$ 10.00	\$ 600.00	\$ 10.00	\$ 600.00	\$ 5.00	\$ 300.00	\$ 10.00	\$ 600.00	\$ 5.00	\$ 300.00
12	0406002A	TEMPORARY PAVEMENT	SY	10	\$ 45.00	\$ 450.00	\$ 100.00	\$ 1,000.00	\$ 60.00	\$ 600.00	\$ 100.00	\$ 1,000.00	\$ 225.00	\$ 2,250.00
13	0406005A	PERMANENT PAVEMENT REPAIR (LOCAL ROAD)	SY	70	\$ 150.00	\$ 10,500.00	\$ 150.00	\$ 10,500.00	\$ 100.00	\$ 7,000.00	\$ 150.00	\$ 10,500.00	\$ 175.00	\$ 12,250.00
14	0506001A	CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	CY	25	\$ 2,000.00	\$ 40,000.00	\$ 2,000.00	\$ 50,000.00	\$ 1,600.00	\$ 40,000.00	\$ 1,800.00	\$ 45,000.00	\$ 1,850.00	\$ 46,250.00
15	0506002A	SEGMENTAL BLOCK RETAINING WALL - CAP BLOCK	EA	23	\$ 500.00	\$ 3,500.00	\$ 250.00	\$ 5,750.00	\$ 600.00	\$ 13,800.00	\$ 1,400.00	\$ 32,200.00	\$ 850.00	\$ 19,550.00
16	0506003A	SEGMENTAL BLOCK RETAINING WALL	EA	7	\$ 1,000.00	\$ 23,000.00	\$ 1,000.00	\$ 7,000.00	\$ 1,200.00	\$ 8,400.00	\$ 1,400.00	\$ 9,800.00	\$ 1,750.00	\$ 12,250.00
17	0506004A	MODIFICATIONS AND REPAIRS TO CONCRETE	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 2,500.00	\$ 2,500.00
18	0602000	DEFORMED STEEL BARS	LBS	3400	\$ 4.00	\$ 18,400.00	\$ 4.00	\$ 13,600.00	\$ 6.00	\$ 20,400.00	\$ 5.00	\$ 17,000.00	\$ 10.00	\$ 34,000.00
19	0602006	DEFORMED STEEL BARS - EPOXY COATED	LBS	1300	\$ 5.00	\$ 200.00	\$ 5.00	\$ 6,500.00	\$ 8.00	\$ 10,400.00	\$ 6.00	\$ 7,800.00	\$ 15.00	\$ 19,500.00
20	0703012	MODIFIED RIPRAP	CY	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 1,000.00	\$ 1,000.00
21	0751453	6" HDPE PERFORATED PIPE	LF	40	\$ 4.00	\$ 160.00	\$ 50.00	\$ 2,000.00	\$ 100.00	\$ 4,000.00	\$ 50.00	\$ 2,000.00	\$ 90.00	\$ 3,600.00
22	0813001	5" GRANITE STONE CURBING	LF	20	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00	\$ 120.00	\$ 2,400.00	\$ 150.00	\$ 3,000.00	\$ 225.00	\$ 4,500.00
23	0970007A	UNIFORMED FLAGGER	Hour	200	\$ 30,000.00	\$ 30,000.00	\$ 70.00	\$ 14,000.00	\$ 80.00	\$ 16,000.00	\$ 80.00	\$ 16,000.00	\$ 150.00	\$ 30,000.00
24	0814001A	RESET STONE CURBING	LF	25	\$ 100.00	\$ 2,500.00	\$ 40.00	\$ 1,000.00	\$ 60.00	\$ 1,500.00	\$ 150.00	\$ 3,750.00	\$ 100.00	\$ 2,500.00
25	0910001A	TOP MOUNTED BALUSTER GUARDRAIL	LF	18	\$ 200.00	\$ 3,600.00	\$ 700.00	\$ 12,600.00	\$ 1,000.00	\$ 18,000.00	\$ 500.00	\$ 9,000.00	\$ 1,050.00	\$ 18,900.00
26	0910002A	WALL MOUNTED HANDRAIL	LF	8	\$ 150.00	\$ 1,200.00	\$ 400.00	\$ 3,200.00	\$ 300.00	\$ 2,400.00	\$ 200.00	\$ 1,600.00	\$ 950.00	\$ 7,600.00
27	0910003A	TOP MOUNTED HANDRAIL IN EXISTING WALL	LF	54	\$ 200.00	\$ 10,800.00	\$ 500.00	\$ 27,000.00	\$ 300.00	\$ 16,200.00	\$ 220.00	\$ 11,880.00	\$ 1,500.00	\$ 81,000.00
28	0921001A	CONCRETE SIDEWALK	SF	330	\$ 25.00	\$ 8,250.00	\$ 30.00	\$ 9,900.00	\$ 35.00	\$ 11,550.00	\$ 25.00	\$ 8,250.00	\$ 25.00	\$ 8,250.00
29	0924007A	HANDICAP RAMP (ADA COMPLIANT)	SF	25	\$ 50.00	\$ 1,250.00	\$ 40.00	\$ 1,000.00	\$ 70.00	\$ 1,750.00	\$ 70.00	\$ 1,750.00	\$ 500.00	\$ 12,500.00
30	0944001A	FURNISHING AND PLACING TOPSOIL - 6"	SF	800	\$ 10.00	\$ 8,000.00	\$ 2.00	\$ 1,600.00	\$ 15.00	\$ 12,000.00	\$ 7.00	\$ 5,600.00	\$ 15.00	\$ 12,000.00
31	0950005	TURF ESTABLISHMENT (MODIFIED)	SF	800	\$ 1.00	\$ 800.00	\$ 2.00	\$ 1,600.00	\$ 6.00	\$ 4,800.00	\$ 5.00	\$ 4,000.00	\$ 25.00	\$ 20,000.00
32	0950013	EROSION CONTROL MATTING	SY	100	\$ 8.00	\$ 800.00	\$ 5.00	\$ 500.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 8.00	\$ 800.00
33	097001A	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00	\$ 100,000.00	\$ 100,000.00
34	0975002	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 60,000.00	\$ 60,000.00	\$ 150,000.00	\$ 150,000.00
35	0970006A	TRAFFIC PERSON (UNIFORM POLICE OFFICER)	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
36	1001001A	TRENCHING AND BACKFILLING	LF	440	\$ 50.00	\$ 22,000.00	\$ 30.00	\$ 13,200.00	\$ 5.00	\$ 2,200.00	\$ 30.00	\$ 13,200.00	\$ 45.00	\$ 19,800.00
37	1001004	ROCK IN TRENCH 0-4" DEEP	LF	25	\$ 50.00	\$ 1,250.00	\$ 250.00	\$ 6,250.00	\$ 400.00	\$ 10,000.00	\$ 500.00	\$ 12,500.00	\$ 340.00	\$ 8,500.00
38	1002015	ROCK IN FOUNDATION EXCAVATION	VF	6	\$ 500.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00	\$ 2,500.00	\$ 15,000.00	\$ 500.00	\$ 3,000.00	\$ 350.00	\$ 2,100.00
39	1002103A	LIGHT STANDARD FOUNDATION	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,200.00	\$ 8,800.00	\$ 1,150.00	\$ 4,600.00
40	1002300A	12' LIGHT STANDARD	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 7,000.00	\$ 28,000.00	\$ 8,000.00	\$ 32,000.00	\$ 7,500.00	\$ 30,000.00	\$ 2,200.00	\$ 8,800.00
41	1005600A	LUMINAIRE LED 40W	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00	\$ 12,000.00	\$ 3,200.00	\$ 12,800.00	\$ 1,950.00	\$ 7,800.00
42	1008120	2" PVC SCH 80 ON SURFACE	LF	20	\$ 5.00	\$ 100.00	\$ 13.00	\$ 260.00	\$ 70.00	\$ 1,400.00	\$ 170.00	\$ 3,400.00	\$ 28.92	\$ 578.40
43	1008127	2" PVC SCH 80 IN TRENCH	LF	440	\$ 6.00	\$ 2,640.00	\$ 11.00	\$ 4,840.00	\$ 70.00	\$ 30,800.00	\$ 50.00	\$ 22,000.00	\$ 9.20	\$ 4,048.00
44	1010001A	17" X 30" HANDHOLE AND COVER	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,400.00	\$ 2,800.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,600.00	\$ 13,200.00
45	1012243	#8 SINGLE CONDUCTOR XHHW-2	LF	1400	\$ 2.00	\$ 2,800.00	\$ 3.00	\$ 4,200.00	\$ 5.00	\$ 7,000.00	\$ 3.50	\$ 4,900.00	\$ 5.50	\$ 7,700.00
46	1017100A	SERVICE ENTRANCE AND ELECTRICAL DISTRIBUTION SYSTEM - PEDESTAL CABINET	EA	1	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 27,000.00	\$ 27,000.00	\$ 55,000.00	\$ 55,000.00	\$ 65,000.00	\$ 65,000.00
47	1113065	#4 BARE COPPER GROUND WIRE	LF	15	\$ 3.00	\$ 45.00	\$ 4.00	\$ 60.00	\$ 10.00	\$ 150.00	\$ 250.00	\$ 3,750.00	\$ 12.00	\$ 180.00
48	1113068	#3/0 SINGLE CONDUCTOR XHHW-2	LF	250	\$ 3.00	\$ 750.00	\$ 8.00	\$ 2,000.00	\$ 10.00	\$ 2,500.00	\$ 70.00	\$ 17,500.00	\$ 10.00	\$ 2,500.00
					<b>Total</b>	<b>\$ 402,720.00</b>	<b>Total</b>	<b>\$ 437,110.00</b>	<b>Total</b>	<b>\$ 558,300.00</b>	<b>Total</b>	<b>\$ 563,805.00</b>	<b>Total</b>	<b>\$ 854,743.90</b>



December 31,2025

Mr. James Travers  
Director of Transportation, Mobility and Parking  
125 East Avenue  
Norwalk, Ct 06856-5125

Subject:TMP 2025-5 Pedestrian Access Enhancement on Martin Luther King Drive at Hamilton Avenue –  
Recommendation for Award

Dear Mr. Travers:

CDM Smith has reviewed the bid proposal for Project 4481 TMP 2025-5 Pedestrian Access Enhancements on Martin Luther King Jr. Drive at Hamilton Avenue submitted by B&W Paving. We find the bid to be in conformance with the project requirements and consistent with the Engineers estimate.

Sincerely,

Michael P. Egan, PE  
Project Manager  
CDM Smith Inc.

cc: Paul F Schmidt,PE



CITY OF NORWALK  
**Transportation Mobility & Parking**  
P: 203-854-7260  
Norwalk City Hall  
125 East Avenue, PO Box 5125  
Norwalk, CT 06856-5125

**TO:** Economic and Community Development Committee of the Common Council

**FROM:** James Travers – Director of Transportation, Mobility and Parking

**CC:C** Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism  
Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking  
Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

**REF:** January 12<sup>th</sup>, 2026 Meeting Agenda Item – Authorize the Mayor, Barbara C. Smyth, to execute a Contract Agreement for project TMP2026-1 with Safety Marking LLC for the Pavement Markings, Symbols and Legends at Various Locations Project for a sum not to exceed \$271,829.00.

**DATE:** January 8<sup>th</sup>, 2026

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Memorandum

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A bid opening was held on December 11<sup>th</sup>, 2025, for Bid Number 784 - Traffic Guidelines, as part of the Capitol Region Council of Governments – Capitol Region Purchasing Council (CRPC). The CRPC is a cooperative council of over 135 towns and other entities in Connecticut. The CRPC offers programs and services for member cities to save money, time, and create efficiencies. The city participated in the CRPC’s bid process in order to get the best price for the installation of new and ongoing maintenance of pavement markings on existing roadways.

As a member city of the CRPC, the city of Norwalk was included as part of the Invitation to Bid under the Traffic Guidelines category. This contract will consist of the installation of various types of new and refurbished pavement markings on existing asphalt roadway surfaces. Pavement markings on newly paved roadways are performed through the Pavement Management contract under the Department of Public Works. All work performed as part of this contract shall be done in conformance with federal requirements that are applicable with sections of the latest version of the Manual of Uniform Traffic Controls (MUTCD).

Two (2) valid bids were received by the CRPC’s Invitation to Bid advertisement. Based on various factors, such as past performance, availability to deliver an on time and quality product, familiarity with the city, and proximity to the city, Transportation, Mobility, and Parking is recommending entering a contract with Safety Marking LLC.

Any new or maintenance project undertaken under this contract may involve various components related to pavement markings. The city is mandated by the Federal Highway Administration (FHWA) to maintain pavement markings in a state of good repair.

The Department of Transportation, Mobility, and Parking requests adding the following items to be on the January 12<sup>th</sup>, 2026, meeting of the Economic and Community Development Committee of the City Council.

- A. Authorize the Mayor, Barbara C. Smyth, to execute an agreement with Safety Marking LLC for Project TMP2026-1 Pavement Markings, Symbols and Legends at Various Locations for an amount not to exceed \$271,343.00

**Account Numbers**

0926 3750 5777 C0562

0925 3750 5777 C0562

0926 3750 5777 C0562

0926 3750 5777 C0824

**Attachments:**

- Traffic Guidelines Bid Results Table with Norwalk Estimated Quantities

Additional Information on the CRPC's Traffic Guidelines Bid can be found at:

- [Capitol Region Purchasing Council \(CRPC\) | CRCOG](#)

The Unit pricing Sheet from the CRPC's 2026 Traffic Guidelines Bid can be found at:

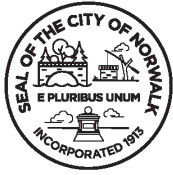
- [Bid 784 - Traffic Guidelines Bid 2026](#)

**TRAFFIC GUIDELINES BID RESULTS - BID NUMBER 784**

**Safety Marking LLC**

Estimated Quantities

#	Items	Norwalk Estimated Quantities	UnitPrice
1	4" Single Yellow or White Lines (in Linear Feet) (7)		
#1-1	Epoxy Resin	100000	\$ 0.395
#1-2	Waterborne Paint	5000	\$ 0.095
2	Double Yellow Lines (Measure as a pair of 4" lines) (in Linear Feet) (7)		
#2-1	Epoxy Resin	60000	\$ 0.74
#2-2	Waterborne Paint	2000	\$ 0.159
4	Yellow or white dotted lines 2' segment and 4' skip (in Linear Feet) (1)		
#4-1	Epoxy Resin	1000	\$ 0.85
5	Single Arrows: Thru Arrows 12.5 s.f.; Turn Arrows 15.5 s.f. (in Square Feet) (7)		
#5-1	Epoxy Resin	100	\$ 5.79
6	Combination Arrows - Two Way 27 s.f.; Three Way 28.5 s.f. (in Square Feet) (7)		
#6-1	Epoxy Resin	1000	\$ 5.79
7	Parking Stalls 4" wide (in Square Feet) (7)		
#7-1	Epoxy Resin	1000	\$ 8
12	Standard Crosswalk with 16" wide bars (in Square Feet) (7)		
#12-1	Epoxy Resin	10000	\$ 4.45
14	Miscellaneous Detail (in Square Feet) (7)		
#14-1	Epoxy Resin	1000	\$ 6.25
15	Railroad Crossing (20' x 8' x 16": 67.5 s.f.) (in Square Feet) (7)		
#15-1	Epoxy Resin	200	\$ 6.25
17	Stenciling (letters and numbers) (in Square Feet) (7)		
#17-1	Epoxy Resin	200	\$ 125
18	Bicycle Symbol with Arrow (Each) (7)		
#18-1	Epoxy Resin	25	\$ 150
20	Handicapped Stencils (Each) (7)		
#20-1	Epoxy Resin	5	\$ 89
21	Removal of Markings (in Square Feet) (7)		
#21-1	Epoxy Resin	5000	\$ 2
22	12" stop bars (in Square Feet) (8)		
#22-1	Epoxy Resin	2000	\$ 8.5
23	Sharrows (Each) (7)		
#23-1	Epoxy Resin	12	\$ 150
30	Additional Items (5)		
#30-2	6" Single Yellow or White Lines Epoxy Resin	15000	\$ 0.56
#30-4	Layout of Proposed Markings (Hourly)	75	\$ 175
#30-5	Green Bicycle MMA Markings	1000	\$ 10.95
31	White Skips Lines (CTDOT Dotted) (2)		
#31-2	White Skip Lines 6' segment & 2' skip (CTDOT Dotted Bicycle Extension Line) Epoxy Resin Lin	1000	\$ 0.85



# Transportation Mobility & Parking

CITY OF NORWALK  
Transportation Mobility & Parking  
P: 203-854-7335  
Norwalk City Hall  
125 East Avenue, PO Box 5125  
Norwalk, CT 06856-5125

To: Economic and Community Development Committee of the Norwalk City Council

From: Benjamin Yeung, P.E. – Senior Traffic Engineer, Transportation, Mobility, and Parking (TMP)

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism  
James Travers – Director, TMP  
Garrett Bolella – Assistant Director, TMP

**Subject: January 2026 Agenda - Authorize the Mayor, Barbara Smyth, to execute an Agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project TMP 2025-6 South Main Street Rail Spur and Berm Removal, for an amount not to exceed \$849,497.00.**

**Date: January 12, 2026**

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## **Background and Project Description**

The South Norwalk Elementary School (the “School”, which will be renamed in 2026 for Ruby Shaw) at 1 Meadow Street Extension recently opened in the Fall of 2025, warmly welcoming hundreds of students and parents. The School is immediately adjacent to the intersection of South Main Street, Meadow Street (Rt. 136), Wilson Avenue (Rt. 136), and Meadow Street Extension (the “Intersection”). The Traffic Impact Assessment prepared for the School prior to opening estimated that 55% of vehicular traffic to and from the School would pass through the Intersection.

Currently, the Intersection is configured as two very closely-spaced, skewed, T-intersections (**Figure 1**). The unusual configuration leads to inefficiencies in traffic flow, and poor sightlines at the Intersection lead to traffic safety issues. The hazards are exacerbated by a relatively high percentage of heavy vehicles (~15%). Crash data from January 2015 to December 2023, revealed that this Intersection is in the top ten percent most dangerous intersections by crash rate citywide, with several crashes involving vulnerable roadway users prior to 2020. Since the opening of the adjacent School, peak hour vehicle and pedestrian volumes are expected to have increased at the Intersection, which in turn raises the risk exposure for this location.

The non-standard configuration of the Intersection is related to an unused rail spur and associated wing wall structure in the northwest quadrant of the Intersection (**Figure 2**). The City of Norwalk recently acquired this vacant, abandoned rail spur property by eminent domain, with the transfer completed in December 2024. This allows us to align South Main Street, to the north, with Wilson Avenue to the south, such that a modern roundabout at the Intersection can be constructed (**Figures 3 & 4**). These needed roadway improvements will simplify turning movements, improve sightlines, and make it easier for drivers to anticipate the movements of other drivers and of vulnerable roadway users such as pedestrians and bicyclists.

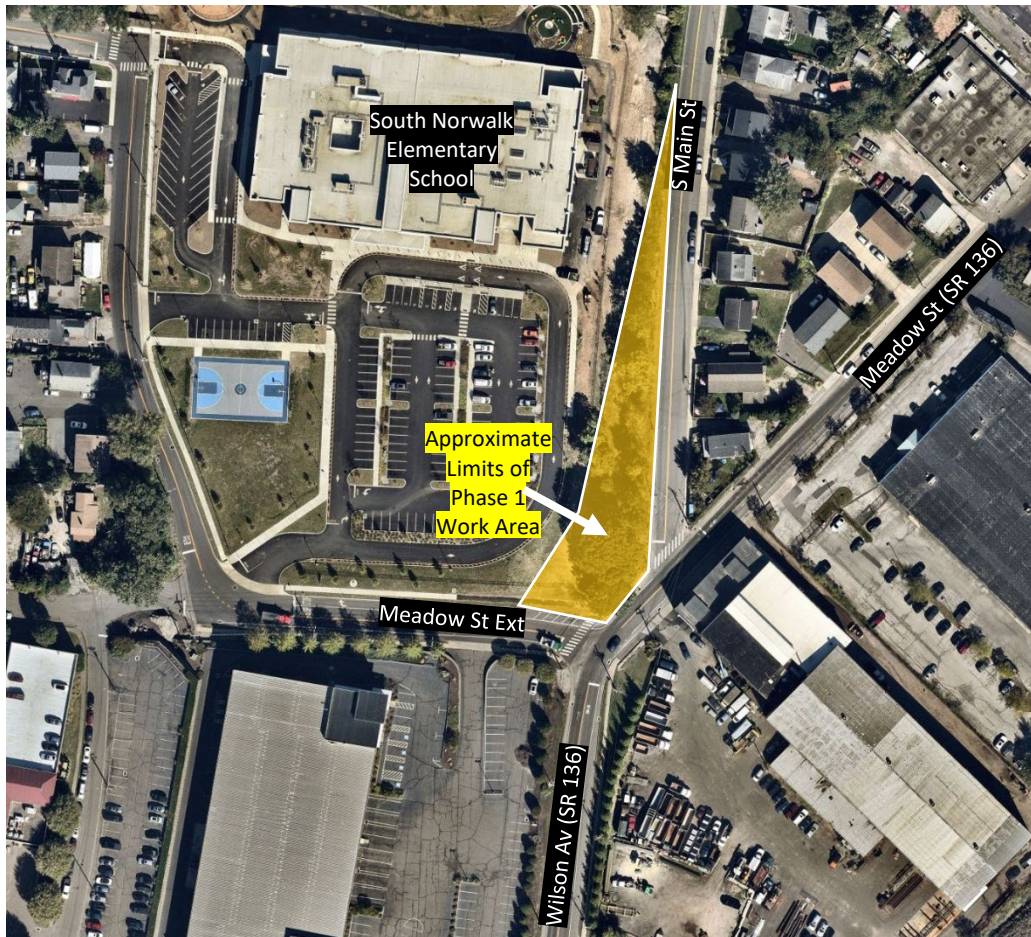


Figure 1. Aerial View of the Intersection of South Main Street, Meadow Street, Wilson Avenue, and Meadow Street Extension



Figure 2. Overhead Photo showing wingwall for former rail spur, at the Intersection of South Main Street, Meadow Street, Wilson Avenue, and Meadow Street Extension



Figure 3. Proposed Roundabout Concept Plan – Aerial Image Background

Traffic analysis and engineering judgment show that these improvements will allow the Intersection to better accommodate future traffic demand and mitigate or eliminate existing safety issues. Crucially, the redesign will give pedestrians a safer, more comfortable walking experience by providing landscaped amenity zones between the sidewalk and the curb on all approaches to the Intersection, and it will provide marked pedestrian crosswalks across each leg of the roundabout. The redesign will also provide an opportunity to accommodate supplemental student pick-up and drop-off on South Main Street. The proposed roundabout will allow these vehicles to return northbound on South Main Street, mitigating cut through traffic in the local neighborhoods.

The authorization for which action is requested here is only for **Phase 1 Construction** of the roundabout project, which is intended to advance preliminary site work, including the removal of the existing railroad embankment, in the Spring of 2026. This work would be completed ahead of Phase 2, which consists of construction on the roundabout itself. The design of the roundabout is planned to be finalized by Spring 2026 and Phase 2 construction would start in the Summer of 2026 to minimize traffic impacts during the school year.

### Funding Sources

In September 2023, the City's Common Council approved a special capital appropriation of \$1 million for the City's Transportation, Mobility, and Parking (TMP) Department for roadway improvements at this Intersection, a portion of which is used/encumbered for design and engineering services. Another \$1 million was appropriated to the City's Department of Public Works (DPW) to address flooding issues at the Intersection. In the Fall of 2024, the City of Norwalk was awarded \$2.5 million in construction funding for this project through the Community Investment Fund 2030 (CIF), which is a State program for fostering economic development in historically underserved communities throughout Connecticut. Finally, in December 2025, \$500,000 in State appropriations through FY26 Municipal Grants-in-Aid funding was awarded to the City of Norwalk for this project. This \$500,000 allocation is to be reviewed this month by the Finance and Claims Committee of the Norwalk City Council, and TMP would tentatively seek approval from the full Council in the same meeting as this project, on January 27<sup>th</sup>, 2026.

The subject Project TMP 2025-6 (Phase 1) is to be funded through a combination of TMP's \$1 million City capital appropriation, as well as a portion of the \$500,000 Municipal Grant-in-Aid funding.

### Bidder Selection

On December 18, 2025, the Purchasing Agent received seven (7) bid packages from various construction firms for the above referenced project. TMP utilized services of design and engineering consultant VHB to review the bid results and the apparent low bidder is A. Vitti Excavators, LLC with a bid amount of \$849,497.00. Attached is a copy of the itemized bid unit price tabulations for each bidder, compared against the Engineer's Estimate, as well as the bid analysis summary memorandum from VHB.

**REQUESTED ACTION: Authorize the Mayor, Barbara Smyth, to execute an Agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project TMP 2025-6 South Main Street Rail Spur and Berm Removal, for an amount not to exceed \$849,497.00.**

### **Accounts:**

- **0924 3750 5777 C0835**
- **Second account holding the \$500,000 to be appropriated for this project from FY26 Municipal Grants-in-Aid funding; account number to be determined**

Sincerely,



Benjamin Yeung, P.E. – Senior Traffic Engineer, TMP

## Memorandum

From: Stephen Ivan

To: Mayor Barbara Smyth  
Members of the Common Council

Cc: Jay Habansky

Date: December 22, 2025

Re: License Agreement re SONO Sign in Railroad Right of Way

.....

The Norwalk Redevelopment Agency (the “RDA”) owns the well-known “SONO” signage located under the Railroad Bridge in South Norwalk (the “Bridge Wall”). Over the years, the RDA has maintained the sign on the Bridge Wall under a License Agreement with the State of Connecticut, Department of Transportation (“ConnDOT”). ConnDOT recently updated their Licensing Agreement including certain insurance provisions. The RDA’s insurance coverages do not currently meet the new requirements. In lieu of incurring the additional expense of obtaining the requirements coverage, the RDA is requesting the City take over ownership of the sign and enter into the License Agreement with ConnDOT which incidentally is up for renewal. The License Agreement has a \$2,500 (the “Application Fee”), but otherwise there is no annual fee for the rights under the License Agreement. The RDA will cover the cost of the Application Fee.

**PROPOSED AUTHORIZATION: Authorize the Mayor, Barbara Smyth, to execute any and all agreements and other documents necessary to transfer ownership of the “SONO” signage currently located under Railroad Bridge in South Norwalk, and a license agreement with the State of Connecticut, Department of Transportation for the right to continue to maintain the sign at said location.**



**LICENSE AGREEMENT  
FOR OCCUPATION OF RAIL INFRASTRUCTURE**

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the State of Connecticut, acting herein by its Commissioner of the Department of Transportation (“Licensor” or “CTDOT”), with an address of 2800 Berlin Turnpike, Newington, Connecticut, 06111, and Norwalk Redevelopment Agency (“Licensee”), a municipal organization, having a principal place of business at 3 Belden Avenue, Norwalk, Connecticut, 06850. Licensor and Licensee may each be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Licensor owns the railroad rights-of-way commonly known as the New Haven Main Line and Danbury Branch Line and associated rail Infrastructure (defined below), a portion of which runs through South Norwalk;

WHEREAS, Licensee owns and maintains municipal signage affixed to the Infrastructure pursuant to a Temporary Right-Of-Entry dated October 25, 2013 by Licensor (the “TROE”);

WHEREAS, Licensee wishes to continue to occupy the same and access the same from time to time in order to maintain such signage;

WHEREAS, Licensor is amenable to providing Licensee an updated license for such use and access on such terms and conditions specified herein, which will take the place of the TROE; and

WHEREAS, Licensor is authorized to enter into this Agreement pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties hereto agree as follows:

Article 1. Definitions. The following definitions apply to this Agreement.

1.1 “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.

1.2 “Cure Period” is defined in Section 8.2.

1.3 “Effective Date” is defined in Section 10.1.

1.4 “Event of Default” is defined in Section 8.1.

1.5 “Extension Term” is defined in Section 4.2.

1.6 “Facilities” means an informational illuminated sign displaying the word “SONO”, including all lighting, lettering, and equipment installed and operated in accordance with the plans attached as Exhibit B to this Agreement.

1.7 “Indemnified Parties” means Licensor, the Railroad, and their officers, agents, and employees.

1.8 “Infrastructure” means the abutment supporting Bridge number 03693R on the New Haven Main Line and Danbury Branch Line as depicted on Exhibit A attached to this Agreement.

1.9 “Initial Term” is defined in Section 4.1.

1.10 “License Area” is a portion of Licensor’s property, the eastern abutment of Bridge number 03693R, as more particularly described and depicted in Exhibit A attached to this Agreement.

1.11 “Licensee Parties” means the members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees of Licensee, or any one of them or any other person or entity with whom Licensee is in privity of oral or written contract and Licensee intends for such other person or entity to perform under the Agreement in any capacity.

1.12 “Official Notice” is defined in Article 9.

1.13 “Railroad” means the railroad responsible pursuant to its contract with Licensor for passenger operations and maintenance of way over the Danbury Branch Line, which as of the Effective Date, is Metro-North Commuter Railroad Company.

1.14 “Records” means all working papers and such other information and materials as may have been accumulated by Licensee in performing the Agreement, 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.

1.15 “State” means the State of Connecticut, including Licensor and any office, department, board, council, commission, institution or other agency or entity of the State.

1.16 “Term” means collectively the Initial Term and, as applicable, the Extension Term(s).

1.17 “Termination Date” is defined in Section 4.4.

1.18 “Termination Notice” is defined in Section 4.4.

Article 2. License.

2.1 Licensors hereby grants to Licensee, subject to all the stipulations, restrictions, specifications and covenants herein contained, a license to use on a non-exclusive basis, the License Area for the sole purposes stated in Section 5.1.

2.2 Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind whatsoever in the License Area.

### Article 3. Consideration.

3.1 As consideration for the License, Licensee shall pay Licensor the sum of Zero and 00/100 Dollars (\$0.00) for the Term.

3.2 Licensee shall pay Licensor the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as a one-time payment for the cost and expense of Licensor's engineering review and document preparation, and processing of license application which shall be due on the Effective Date.

### Article 4. Term & Termination.

4.1 This Agreement shall commence on the Effective Date and continue for ten (10) years following the Effective Date ("Initial Term").

4.2 The Parties may mutually agree to extend the Initial Term of this Agreement for up to one (1) additional ten (10)-year period ("Extension Term") upon the exchange of mutual written consent(s) signed by the authorized representative of each Party no later than thirty (30) days prior to the expiration of the Initial Term. Such mutual written consent shall include as deemed applicable by Licensor (i) all updated State contracting laws, regulations, Executive Orders, and other requirements; (ii) an increase to the License Fee and/or the Annual Increase percentage (if any); and (iii) all updated insurance coverage(s) and minimum coverage amounts in accordance with Section 6.12. All requirements updated pursuant to subsections (i) through (iii) shall become the operative requirements upon the commencement of the Extension Term.

4.3 Licensor may terminate this Agreement at any time upon Licensor providing at least ninety (90) days written notice to Licensee (in accordance with Section 4.4). Licensor may also terminate this Agreement following the occurrence of an Event of Default that remains uncured by Licensee in accordance with Section 8.2.

4.4 In the event Licensor decides to terminate the Agreement, Licensor shall send the notice of termination to Licensee ("Termination Notice") by Official Notice at least ninety (90) days prior to the effective date of termination as stated in the Termination Notice ("Termination Date"). The Termination Notice shall specify the extent to which Licensee must complete any performance pursuant to this Agreement prior to the Termination Date. On the Termination Date, Licensee shall cease use of the License Area as directed by Licensor in the Termination Notice, reimburse Licensor for any losses or damages to the License Area, and take all actions that are

necessary or appropriate, or that Licensor may reasonably direct, for the protection, and preservation of the License Area and any other property located in the License Area.

4.5 In the event of termination, Licensee hereby agrees that no relocation benefits of any kind will be paid to Licensee by Licensor.

Article 5. Use & Maintenance.

5.1 Licensee's use of the License Area is limited to the mounted occupation and maintenance of the Facilities in accordance with the plans attached as Exhibit B to this Agreement. Licensee's access of the License Area for inspection, maintenance or repair of the Facilities shall require prior approval of Licensor and Railroad and compliance with all Railroad requirements. All maintenance and repair of the Facilities throughout the Term shall require prior written notification and approval of Licensor and shall be completed to the satisfaction of Licensor.

5.2 The work of maintaining, repairing, relocating, and/or removing the Facilities shall be done under such conditions as will be satisfactory to and approved by Licensor, and as will not interfere with the proper and safe use and operation of the right of way as determined by Licensor in its sole discretion.

5.3 Licensee shall comply with all applicable Federal, State and local, laws, rules, regulations and ordinances, now or hereafter made with respect to the License Area and the Facilities, and Licensee shall indemnify, defend, and hold Licensor harmless from any fines, penalties or costs for violation of or noncompliance with the same.

5.4 No dangerous explosives or hazardous materials shall be permitted to be brought onto, stored or used in, on or around the License Area, except with the prior written consent of Licensor and in compliance with all Federal and State environmental laws.

5.5 Licensee's use of the License Area shall be subject and subordinate to any rules or regulations promulgated by Licensor from time to time concerning the License Area whether or not said rules or regulations are attached to or included in this Agreement.

5.6 Licensee acknowledges that it has inspected the License Area and its condition and understands that the License Area is licensed without any representations or warranties whatsoever and takes the License Area "as-is" without any obligation on the part of Licensor to make any alterations, repairs or additions to the License Area

5.7 Licensee shall be responsible for the costs of all repairs, replacements, deterioration or damages to the License Area occasioned by acts or omissions of Licensee, the Licensee Parties, or their vendors, and other invitees, as well as the general public, with such replacements or repairs of a quality or class equal to or better than the original condition, as determined by Licensor in its sole discretion. If Licensee fails to repair, replace, or address damages to the License Area, Licensee shall pay any and all costs incurred by Licensor for making such repairs, replacements or upkeep within ten (10) days of Licensor's written demand. The obligations of this provision shall survive the expiration or early termination of this Agreement.

5.8 Licensee shall maintain the Facilities, including the sign and any lighting, mountings, or appurtenances in good and safe condition as determined by Licensor in its sole discretion. Licensee shall be responsible for cleaning any graffiti or rust, and repairing any tears, dents, cracks or holes. Licensee shall maintain any lighting in the License Area. Licensee will obtain any protections and flagging required by the Railroad prior to undergoing any work. Licensee shall not install any equipment or fixtures or make any alterations to the License Area without the prior written consent of Licensor and subject to requirements of Licensor and the Railroad, as applicable.

5.9 Licensee shall regularly inspect the Facilities for any signs of graffiti, rust, section loss, cracks, impact damage, stress, loose or missing fasteners, or any other signs of deterioration or distress. The inspections shall be performed at least once annually and the reports of which shall be submitted to Licensor within thirty (30) days from the inspection date. If, in the determination of Licensor, any such inspection report requires that repairs be made to the Facilities, Licensee shall carry out such repairs in accordance with Section 5.8, above.

5.10 Upon expiration of the Term or earlier termination of this Agreement for any reason, Licensee shall vacate the License Area, remove all personal property from the License Area at its own expense, leaving the License Area in as good or better condition as when it took occupancy, reasonable use excepted.

#### Article 6. Insurance.

6.1 Licensee shall secure and maintain during the Term, and shall require its contractor(s) performing in connection with this Agreement to secure and maintain the following minimum insurance coverages, at no cost to Licensor:

- (a) 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 Three Million Dollars (\$3,000,000) 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.
- (b) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement 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 Licensee does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
- (c) RAILROAD PROTECTIVE LIABILITY with respect to any construction or demolition work within fifty (50) feet of the railroad right-of-way or Licensor-

owned rail property performed (with Licensor's prior written approval) by Licensee and/or its contractor(s), Licensee shall carry, or require its contractor(s) to carry, Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within the following listed categories named as insured parties: (i) Licensor, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, and (iv) any other party with an insurable interest. If such insurance is required, Licensee shall obtain and submit the minimum coverage indicated above to Licensor prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by Licensor.

- (d) **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 Licensee's employees at or working from the License Area, which coverage shall include Employer's Liability Insurance with minimum limits of:

- (i) \$1,000,000 Each Accident (bodily injury by accident);
- (ii) \$1,000,000 Disease – Policy limit (bodily injury by disease); and
- (iii) \$1,000,000 Disease – Each Employee (bodily injury by disease).

- (e) **PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS)** in the event Licensee and/or any of its contractors provide any architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement and/or at or with regard to the License Area, 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 Agreement or the project to which it relates, whichever is earlier.

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

6.3 Except as otherwise provided to the contrary in this Article 6, any insurance required by this Agreement 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 Licensee shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to Licensor that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded to Licensor, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the License Area and/or the work, if any, to be performed by Licensee or its contractors.

6.4 The Indemnified Parties shall be named as additional insureds under any and all coverages maintained pursuant to subsections (a) and (b) of Section 6.1 as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

6.5 Upon Licensee's execution of this Agreement and on or before the tenth (10<sup>th</sup>) business day preceding every subsequent anniversary of the Effective Date, Licensee agrees to submit to Licensor one (1) or more certificates of insurance evidencing that Licensee and its contractors have obtained the insurance required by this Article. Each certificate of insurance shall be in such form as is supplied or approved by Licensor, fully executed by an insurance company or companies satisfactory to Licensor, 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.

6.6 Licensee 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 Licensor. In providing said policies, Licensee 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, of this Agreement, Licensee 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 Licensor, in addition to any other remedies it may have, all of which are reserved for Licensor, may either immediately terminate this Agreement or procure or provide alternate insurance coverage and charge Licensee the cost thereof, which amounts shall then be promptly paid by Licensee to Licensor. Copies of all required insurance policies shall be retained by Licensee until three (3) years after the expiration of the Term (including any extension) of this Agreement.

6.7 Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefore 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 Licensor, in the manner set forth in Article 9 of this Agreement for providing Official Notice, at least thirty (30) days prior to the date of cancellation.

All insurance certificates required to be provided to Licensor hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.

6.8 All of Licensee's and its contractors' insurers shall be licensed to do business in the State of Connecticut 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.

6.9 Licensee 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 Licensee's or its contractors' insurers shall have any right of subrogation or recovery against Licensor or any of the other Indemnified Parties, all of which rights are hereby waived by Licensee. All insurance maintained by Licensee and its contractors shall be primary and noncontributory and shall not be in excess of any other insurance.

6.10 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 Licensee or its contractors which covers the License Area and/or any work to be performed under this Agreement shall name each of the Indemnified Parties as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by Licensee and/or its contractors, and shall not contribute with it.

6.11 Licensee 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 Article 6 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 Licensee shall promptly use commercially reasonable efforts to eliminate that condition.

6.12 Licensor reserves the right to update the required insurance coverage(s) and minimum coverage amounts set forth in Section 6.1 on each five (5) year anniversary of the Effective Date throughout the Term, by sending the updated requirements by Official Notice in accordance with Article 9 no later than thirty (30) days prior to the applicable five (5) year anniversary date. In such event, Licensee shall submit an updated certificate of insurance to Licensor no later than five (5) business days prior to such anniversary date, and failure to do so will be deemed an Event of Default. At any time, as applicable, if Licensee requests permission to conduct additional activities in the License Area in connection with its maintenance responsibilities (which request may be approved or denied by Licensor at its sole option, and which request may require an amendment to this Agreement), Licensor shall have the right to review and revise the insurance requirements applicable to Licensee and, as applicable, its contractors, as determined in its sole discretion, and to make adjustments to the types and amounts of, and terms pertaining to, insurance coverages required under this Article during the applicable periods of work, which Licensor will set forth in a writing approving Licensee's request sent by Official Notice. Licensee shall secure and maintain any updated insurance coverages, as required by Licensor, and in accordance with any and all applicable sections of this Article 6.

6.13 Unless requested otherwise by Licensor, Licensee, 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 Indemnified Parties, unless, and then only if and when, approved in writing by Licensor, which approval may be withheld in its sole and absolute discretion. Licensee shall assume and pay all costs and billings for premiums, charges earned and payable under the required insurance.

6.14 The failure of Licensor, at any time or from time to time, to enforce compliance with the provisions of this Article 6 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of Licensee to indemnify, defend and hold and save harmless Licensor and the Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by Licensee 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 Agreement or other contracts.

6.15 Licensee 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.

6.16 The provisions of this Article 6, shall be incorporated and made a part of each contract or other agreement which Licensee enters into under or in connection with this Agreement or the License Area 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 License Area) 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 Article 6, Licensee 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.

6.17 The provisions of this Article 6 shall survive the expiration or earlier termination of this Agreement.

Article 7. No Assignment or Sublicensing.

7.1 Licensee shall not assign this Agreement in whole or in part.

7.2 Licensee shall not sublicense any portion of the License Area or allow access and use of the License Area by anyone other than Licensee, and, as applicable, vendors and other invitees as may be permitted pursuant to Section 5.1.

Article 8. Default.

8.1 For purposes of this Agreement, a failure to perform any covenant or condition of this Agreement on the part of Licensee to be performed or a breach of a representation or warranty by Licensee hereunder shall be deemed an “Event of Default.”

8.2 Upon the occurrence of any Event of Default, Licensor shall give notice to Licensee specifying such default. Following its receipt of such notice, Licensee shall have thirty (30) days to cure the default specified in the notice (“Cure Period”); provided, however, that if such default is reasonably susceptible of cure but not within such thirty (30) day period and Licensee shall commence such performance within such thirty (30) day period and shall thereafter diligently pursue such performance, then Licensor may extend the Cure Period for a reasonable period of time to allow Licensee to complete such performance, but such Cure Period shall not exceed sixty (60) days after receipt of such notice. If Licensee fails to cure the Event of Default within the Cure Period, this Agreement shall terminate effective immediately upon expiration of the Cure Period or later date as may be stated by Licensor in a Termination Notice.

8.3 Following the occurrence of an Event of Default, then, in addition to other rights provided herein, Licensor shall have all rights and remedies available at law or in equity.

Article 9. Official Notice.

9.1 Any Official Notice from one such Party to the other such Party, in order for such notice to be binding thereon, shall:

(a) be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(i) when Licensor is to receive Official Notice:

Bureau of Public Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
Newington, Connecticut 06111  
Attn: Bureau Chief

and

Rail Administrator  
Connecticut Department of Transportation  
Office of Rail  
4 Brewery Street, 4<sup>th</sup> Floor  
New Haven, Connecticut 06511;

(ii) when Licensee is to receive Official Notice:

Brian Bidolli

Executive Director  
3 Belden Avenue  
Norwalk, Connecticut 06850

with a copy to:

Bbidolli@norwalkct.gov

and

Stephen Ivan  
Housing Development Project Manager  
3 Belden Avenue  
Norwalk, Connecticut 06850

with a copy to:

Sivan@norwalkct.gov

- (b) be delivered to the address recited herein in person, by email with acknowledgement of receipt, by the U.S. Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the mailing standards of the U.S. Postal Service, as may be revised from time to time, or by recognized overnight courier (that provides confirmation of delivery); and
- (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

9.2 The term “Official Notice” as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this “Official Notice” specification is contained.

9.3 Nothing contained in this Article shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this Article.

Article 10. Approvals & Compliance with Applicable Law.

10.1 This Agreement shall become effective upon execution by both Parties and approval by the Secretary of the Office of Policy and Management and the Attorney General of the State of Connecticut (“Effective Date”).

10.2 Licensee shall comply with:

- (a) State, Federal, and local law, regulations, and ordinances applicable with respect to its access and use of the License Area;
- (b) State of Connecticut Required Provisions attached as Exhibit C to this Agreement;
- (c) Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR § 50.3), and the Title VI Contractor Assurances attached as Exhibit D to this Agreement; and
- (d) the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336. Licensee represents that it is familiar with the terms of this Act. Failure of Licensee to satisfy this standard as the same applies to its use of the License Area during the term of the Agreement, will render the Agreement voidable at the option of Licensor upon Official Notice to Licensee. Licensee warrants that it will hold Licensor harmless and indemnify and defend Licensor from any liability which may be imposed upon Licensor as a result of any failure of Licensee to be in compliance with this Act, as the same applies to performance under this Agreement.

10.3 The failure of Licensor to require compliance with any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

10.4 If any term or provision of this Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by applicable law.

#### Article 11. Electronic Signatures, Counterparts & Electronic Transmission.

11.1 This Agreement may be executed by electronic signatures and such electronic signatures shall be deemed to be the original signatures of the Parties.

11.2 This Agreement may be signed in counterpart copies, all of which taken together shall constitute but one and the same document and single binding agreement. The Parties agree that executed counterparts may be transmitted by electronic means and that such counterparts shall be treated as originally executed instruments.

*[Signature pages follow.]*

The Parties hereto have executed this Agreement by their duly authorized representatives on the date indicated.

LICENSOR:

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION  
Garrett Eucalitto, Commissioner

\_\_\_\_\_  
Benjamin T. Limmer  
Bureau Chief  
Duly Authorized

\_\_\_\_\_  
Date

LICENSEE:

NORWALK REDEVELOPMENT AGENCY

\_\_\_\_\_  
Brian Bidolli  
Executive Director  
Duly Authorized

\_\_\_\_\_  
Date

Approved:  
OFFICE OF POLICY AND MANAGEMENT:

\_\_\_\_\_ Date

Approved:  
WILLIAM TONG, ATTORNEY GENERAL

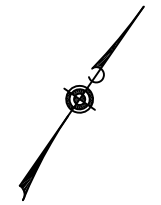
\_\_\_\_\_  
Jeffrey Zeman  
Assistant Attorney General

\_\_\_\_\_ Date

EXHIBIT A

License Area

EXHIBIT A





WASHINGTON ST

NORTH MAIN ST

CT Bridge # 03693R

Eastern Bridge Abutment  
Station Point = 1545+78

-  State Rail Property Line
-  License Area

This sketch is compiled from other maps, deeds, and/or other sources of information; it is not to be construed as having been prepared from an accurate survey and is subject to changes that an accurate survey may disclose.

This sketch is an estimate only and not to scale.

TOWN NO. 102  
PROJECT NO. 7001-MISC-  
SERIAL NO. 1488  
SHEET NO. 1 OF 1

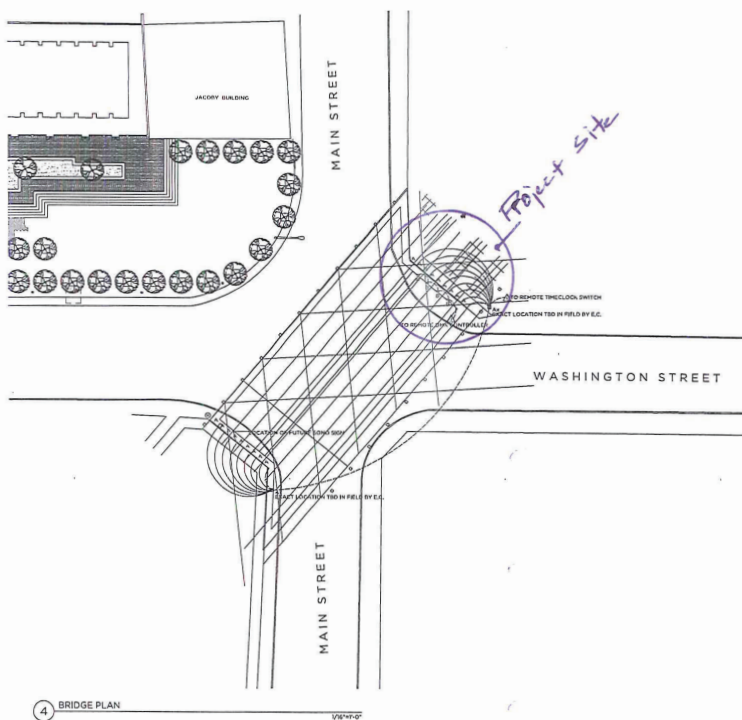
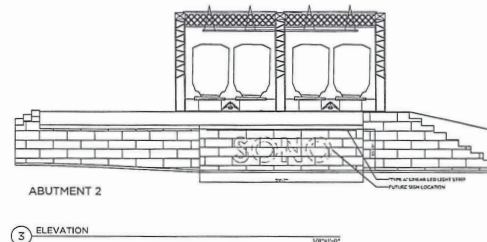
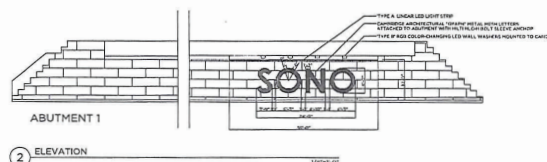
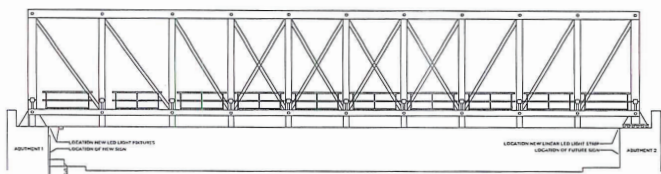
Drawn By: K. Waugh Date: 05/23/2024  
Checked By: M. Simons Date: 05/23/2024

CITY OF NORWALK  
Sketch Showing Land Licensed To  
Norwalk Redevelopment Agency  
By  
**THE STATE OF CONNECTICUT**  
Valuation Map 53-63-30

Scale 1"=30' July 2024

Bureau of Public Transportation - Office of Rail Operations

EXHIBIT B



christian rae studio, llc  
 365 CENTER ROAD EASTON, CT 06612  
 T: 203.220.9575  
 www.christianraestudio.com

REVISED	DATE	REVISION DESCRIPTION	BY

HERITAGE PARK  
 SOUTH NORWALK, CT  
 PHASE FOR CONSTRUCTION  
 DATE: 01.03.14  
 SCALE: AS NOTED  
 PROJECT # 1025  
 DRAWN BY: REC  
 CHECKED BY: CLC

DRAWING TITLE  
**UNDERPASS LIGHTING DESIGN**

DRAWING NO.  
**E-100**

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*Washington Street Railroad Bridge  
 Lighting Project Site - Norwalk, CT.*

# WASHINGTON STREET BRIDGE

## LIGHTING MANUAL

*August 13, 2013*

**CHRISTIAN RAE STUDIO, LLC**  
365 Center Road Easton, CT 06612  
203.220.9575 [www.christianraestudio.com](http://www.christianraestudio.com)

CHRISTIAN RAE STUDIO, LLC

Lighting Specification		project name: <b>WASHINGTON STREET BRIDGE</b>	
date: 8/16/2013			
Type	Manufacturer	Specification	Description
A	WINONA	WSL-309-36'-15-30K-ND24V-SGB-SE-X	WINLINE SURFACE LINEAR WET LOCATION LED STRIP
Ax	WINONA	TQ-600-120-24-BLK	600w 120v / 24v MULTI-TAP LOW-VOLTAGE TRANSFORMER (INDOOR / OUTDOOR)
B	WINONA	PFL-707-40-RGB-A7-BKT-STD	PARATA 700 SERIES COLOR CHANGING LED FLOOD LIGHT; BLACK FINISH
		GV2-BKT	GLARE VISOR; BLACK FINISH
	WINONA	EZ-SOLO-BK-120/277	EASYL LED SHOW CONTROLLER WITH LCD TOUCH SCREEN; BLACK FINISH
TIMER	HADCO	T6	DIGITAL TIMER

365 Center Road Easton, CT 06612  
 203.220.9575 www.christianraestudio.com

# Winline Surface Linear 309 Wet



309 Wet

**Series:** WSL - Winline Surface Linear  
**Model:** Model 309 Wet

**Run Length Code:** Total Run Length in Feet  
 309W Offered in 6" Increments Starting at 12"  
 Ex. 24 FT= 24 Foot Run

**Preconfigured Run Length Code**  
 See Submittal at [www.winalighting.com](http://www.winalighting.com)

**To Be Determined**  
 TBD When Run Length Unknown

**Beam Spread:**  
 15 - 15°  
 30 - 30°  
 60 - 60°  
 100 - 100°

LED Code:	300 Series		Model 309W	
	Color Temperature	lm/ft	W/ft	
27K -	ANSI-2700K White	708	16.0	
30K -	ANSI-3000K White	723	16.0	
35K -	ANSI-3500K White	846	16.0	
40K -	ANSI-4000K White	875	16.0	

**Voltage:** ND24V - Non-Dimming 24 Volt AC  
 DM24V - Dimming 24 Volt AC

**Mount:** F - Fixed  
 A - Adjustable

**Finish:** NAA - Natural Type III Anodized Aluminum  
 SGB - Semi-Gloss Black Paint  
 SGW - Semi-Gloss White Paint  
 CPF - Custom Paint Finish

**Power Feed:** SE - Surface End Feed  
 \*RB - Recessed Bottom Feed  
 \*available on F (fixed mount) only

**Options:** X - None

**Special:** STD - Standard  
 MOD - Modified

## POWER AND DIMMING

The Winline 200 Series operates on 24VAC and can be dimmed with commonly available low voltage magnetic dimming equipment. A wide range of remote transformers are available in 120V and 277V primary (see pages 65-66).

## MOUNTING AND ADJUSTING

Both fixed and adjustable mounts combined with an integral wire tray allow for ease of installation and organized wiring. The low profile fixed mount is 1/8" high and the adjustable mount allows for a 300 degree rotation around the centerline of the fixture.

**OPERATING TEMPERATURE** -22°F to 122°F (-30°C to 50°C)

## COLOR AND LIGHT OUTPUT

The 300 Series utilize Nichia 757 white LEDs in four standard color temperatures.

Winline Surface Linear - <b>WSL</b>	<b>WSL</b> series
Model 309W wet - <b>309</b>	model
<b>Total Run Length in Feet</b> offered in 6" increments starting at 12" ex. 24 FT= 24 foot run or <b>Preconfigured Run Length Code</b> see page 5 or <b>To Be Determined</b> TBD when run length unknown	<b>36'</b> run length code
15° - <b>15</b> 30° - <b>30</b> 60° - <b>60</b> 100° - <b>100</b>	beam spread
ANSI-binned 2700K - <b>27K</b> ANSI-binned 3000K - <b>30K</b> ANSI-binned 3500K - <b>35K</b> ANSI-binned 4000K - <b>40K</b>	LED code
non-dimming 24 volt AC - <b>ND24V</b> dimming 24 volt AC - <b>DM24V</b>	voltage
fixed - <b>F</b> adjustable - <b>A</b>	mount
natural (type III) anodized aluminum - <b>NAA</b> semi gloss black paint - <b>SGB</b> semi gloss white paint - <b>SGW</b> custom paint finish - <b>CPF</b>	finish
surface end feed - <b>SE</b> recessed bottom feed - <b>RB*</b> <i>*available on F (fixed mount) only</i>	power feed
none - <b>X</b>	options
surface end feed - <b>SE</b> back to back - <b>B2B</b> right angle - <b>RA</b> recessed bottom feed - <b>RB*</b> <i>*Recessed Bottom feed available on fixed mount only</i>	special

Describe Modification:

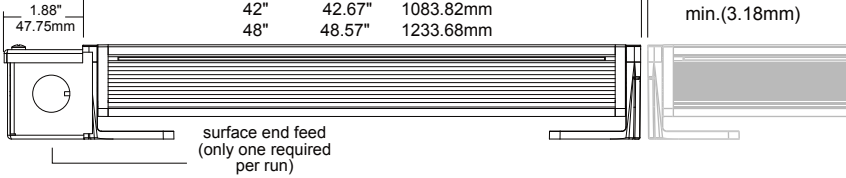


# Winline Surface Linear 309 Wet

## ADJUSTABLE MOUNT

Nominal Length	Installed Length
12"	13.13" 333.50mm
18"	19.04" 483.62mm
24"	24.95" 633.73mm
30"	30.86" 783.59mm
36"	36.82" 935.23mm
42"	42.67" 1083.82mm
48"	48.57" 1233.68mm

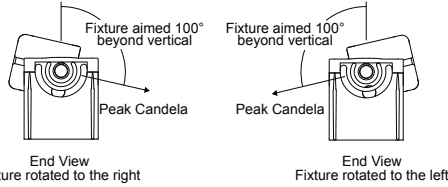
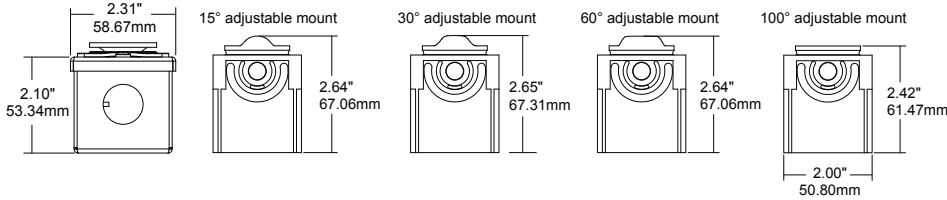
Luminaires can be mounted as close as .125" min.(3.18mm)



surface end feed (only one required per run)

### end view 1

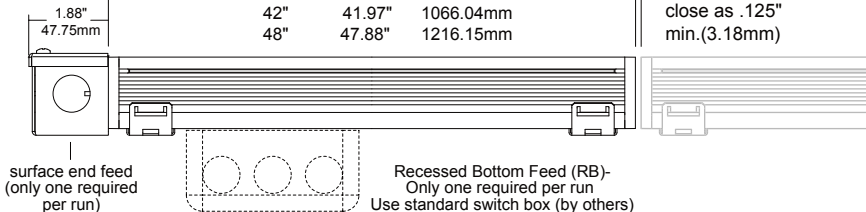
### end view 2



## FIXED MOUNT

Nominal Length	Installed Length
12"	12.44" 315.98mm
18"	18.34" 465.84mm
24"	24.25" 615.95mm
30"	30.16" 766.06mm
36"	36.06" 915.92mm
42"	41.97" 1066.04mm
48"	47.88" 1216.15mm

Luminaires can be mounted as close as .125" min.(3.18mm)

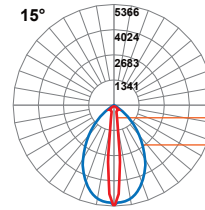
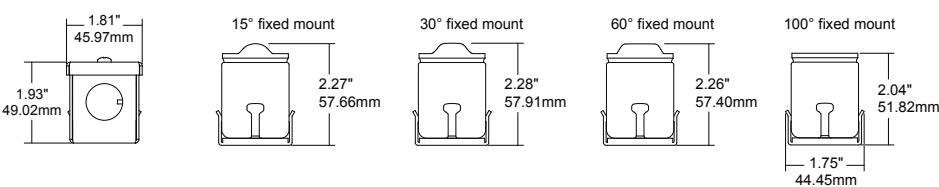


surface end feed (only one required per run)

Recessed Bottom Feed (RB)- Only one required per run Use standard switch box (by others)

### end view 1

### end view 2

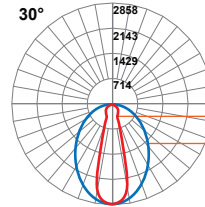


Maximum Candela = 5366  
Located At Horizontal Angle = 0, Vertical Angle = 0  
#1 - Vertical Plane Through Horizontal Angles (0-180)  
#2 - Vertical Plane Through Horizontal Angles (90-270)

IES Test Report: LTL21985 Catalog Number: WSL-309W-48-15-30K  
Description: Nichia 757 LEDs / 48" Winline 309W Wet Luminaire / 3000K / Extruded Aluminum Housing / Acrylic Lens

LM79 Data - Based on WSL309W/15°/30K Test Results

Color Temperature	Multiplier	Total Lumens	Lamp Watts	Lumens per Watt	CRI	Power Factor
ANSI-binned 2700K	0.97	2835	64.2	44.1	83.2	.89
ANSI-binned 3000K	1.00	2893	64.2	45.0	82.8	.89
ANSI-binned 3500K	1.16	3384	64.2	52.7	81.8	.89
ANSI-binned 4000K	1.21	3501	64.2	54.5	85.7	.89

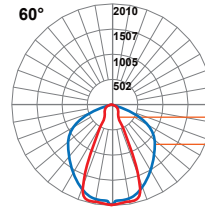


Maximum Candela = 2858  
Located At Horizontal Angle = 90, Vertical Angle = 2.5  
#1 - Vertical Plane Through Horizontal Angles (0-180)  
#2 - Vertical Plane Through Horizontal Angles (90-270)

IES Test Report: LTL21986 Catalog Number: WSL-309W-48-30-30K  
Description: Nichia 757 LEDs / 48" Winline 309W Wet Luminaire / 3000K / Extruded Aluminum Housing / Acrylic Lens

LM79 Data - Based on WSL309W/30°/30K Test Results

Color Temperature	Multiplier	Total Lumens	Lamp Watts	Lumens per Watt	CRI	Power Factor
ANSI-binned 2700K	0.97	2900	64.2	45.1	80.8	.89
ANSI-binned 3000K	1.00	2959	64.2	46.0	82.9	.89
ANSI-binned 3500K	1.16	3461	64.2	53.9	79.6	.89
ANSI-binned 4000K	1.21	3580	64.2	55.7	83.4	.89

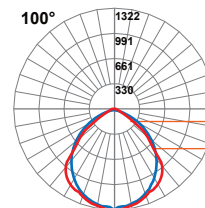


Maximum Candela = 2010  
Located At Horizontal Angle = 90, Vertical Angle = 15  
#1 - Vertical Plane Through Horizontal Angles (0-180)  
#2 - Vertical Plane Through Horizontal Angles (90-270)

IES Test Report: LTL21987 Catalog Number: WSL-305W-48-60-30K  
Description: Nichia 757 LEDs / 48" Winline 309W Wet Luminaire / 3000K / Extruded Aluminum Housing / Acrylic Lens

LM79 Data - Based on WSL309W/60°/30K Test Results

Color Temperature	Multiplier	Total Lumens	Lamp Watts	Lumens per Watt	CRI	Power Factor
ANSI-binned 2700K	0.97	3018	64.2	47.0	80.8	.89
ANSI-binned 3000K	1.00	3080	64.2	47.9	82.9	.89
ANSI-binned 3500K	1.16	3603	64.2	56.1	79.6	.89
ANSI-binned 4000K	1.21	3725	64.2	58.0	83.4	.89



Maximum Candela = 1322  
Located At Horizontal Angle = 67.5, Vertical Angle = 2.5  
#1 - Vertical Plane Through Horizontal Angles (0-180)  
#2 - Vertical Plane Through Horizontal Angles (90-270)

IES Test Report: LTL21988 Catalog Number: WSL-309W-48-100-30K  
Description: Nichia 757 LEDs / 48" Winline 309W Wet Luminaire / 3000K / Extruded Aluminum Housing / Acrylic Lens

LM79 Data - Based on WSL309W/100°/30K Test Results

Color Temperature	Multiplier	Total Lumens	Lamp Watts	Lumens per Watt	CRI	Power Factor
ANSI-binned 2700K	0.97	3193	64.2	49.7	80.7	.89
ANSI-binned 3000K	1.00	3259	64.2	51.8	82.8	.89
ANSI-binned 3500K	1.16	3813	64.2	59.3	79.6	.89
ANSI-binned 4000K	1.21	3942	64.2	61.4	85.7	.89



Winline Surface Linear 309W is ETL listed for dry location and complies with UL Standard 2108.



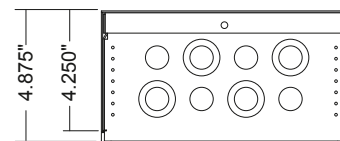
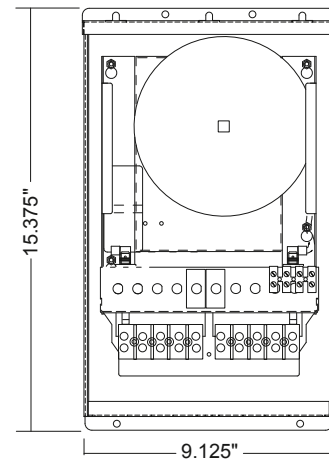
Magnetic LED Transformer - Multiple Output (24V, 25V, 26V, 27V)



1. **TQ**  
model TQ - Magnetic Multiple Output Transformer
  
2. **600**  
wattage 
 150 - 150W  
 300 - 300W  
 500 - 500W  
**600 - 600W**
  
3. **120**  
primary voltage 
**120 - 120V**  
 277 - 277V
  
4. **24V**  
secondary voltage **24V - 24 Volt AC**
  
5. **BLK**  
finish **BLK - Black Powder Coat**

**FEATURES**

- Manufactured by Q-Tran
- 18 gauge steel
- 8 knockouts
- Built in support bracket incorporated to secure housing for surface mounting
- Multiple Volt and Taps:  
Two primary taps  
Four secondary taps provide voltages of:  
24V = 24V, 25V, 26V, 27V
- Loads may be connected to one or more of the secondary taps up to the full watt rating of the TQ series
- Loads at varying distances can be tapped on different taps to recover voltage drop and produce between 85% - 100% light output





# PARĀTA 707 RGB LED Flood

Project  
Washington Street Bridge

QTY

Type

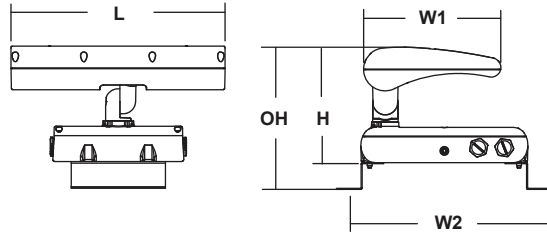
Hit the Tab key or mouse over the page to see all interactive elements.

## Specifications

<b>Length:</b>	12-1/2" (318 mm)
<b>Width 1:</b>	8" (203 mm)
<b>Width 2:</b>	12-5/8" (321 mm)
<b>Height:</b>	6-3/4" (171 mm)
<b>Overall Height:</b>	8-3/8" (213 mm)
<b>Weight:</b>	13lbs. (5.9 kg)

### A5 - Base Mount

Additional mounts  
shown on page 5



## Introduction

PARĀTA 700 Series color changing flood luminaires create vibrant color and color-changing effects for a wide variety of indoor or outdoor applications. Elegant in form yet ruggedly constructed, the die cast aluminum housing and supply base offer heat management and maintainability. Performance is premium in both lumen output and efficiency while multiple beam spread options and aiming flexibility provide the user superb optic control. Remote device management (RDM) capability allows bi-directional communication simplifying installation.

## Ordering Information

EXAMPLE: PFL-707-20-RGB-120-277V-A7-BKT-STD

PFL	707		RGB	120-277V			
Series	Model	Distribution	LED Code	Voltage	Mount	Finish	Special
PFL PARĀTA RGB LED Flood	707 Full Flood (indoor/outdoor)	10 10° 20 20° 40 40° 60 60° 6015 60° x 15°	RGB	120-277V	Integral A5 Base mount A7 J-box wall or ceiling A10 Surface feed wall or ceiling Remote <sup>1</sup> A4 J-box wall or ceiling	BKT Textured black paint WHT Textured white paint SIT Textured silver paint DBT Textured dark bronze paint CPF Custom paint finish	STD Standard MOD Modified

Winona reserves the right to make design changes to this product at any time without prior notice and such modification will be effective immediately.



### Describe Modification:

### Accessories

Controller (Easy!™ Solo / Touch / Pro)	See page 4
Glare Visor	See page 4
Top Hat	See page 4
Baffle	See page 4
Liquid-Tight Cord Grip	See page 4

### NOTES

- 1 20 ft. max. distance for remote power supply

# Performance Data

## Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application. Contact factory for performance data on any configurations not shown here.

LEDs	System Watts	Nominal Distribution	Beam Angle	Field Angle	RGB				
					Max Cd	Lumens	LPW		
36	37.8	10	9	10	18	19	48706	1894	50
		20	19	22	43	46	16637	1803	47
		40	42	44	92	94	2955	1759	46
		60	48	67	106	125	1225	1728	45
		60 x 15	60	16	100	55	3652	1655	43

## Electrical Load

Model	System Load (W)	Current (A)				
		120	240	277	347	480
707 Half Flood	37.8	0.32	0.16	0.14	-	-

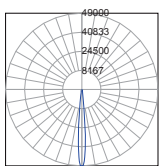
## Photometric Diagrams

### 10° DISTRIBUTION

Test Report: LTL22114  
IES LM 79-08  
PFL-707-10°-RGB  
Lumens: 1889  
Wattage: 37.1W  
Efficacy: 50.1  
Max. Candela: 24,353



#### ISO Candela Plot



#### Illuminance at a Distance

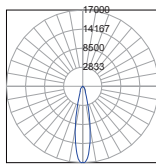
	Center Beam fc	Beam Width
10'	160.4 fc	1' 9"
20'	41.6 fc	3' 6"
30'	18.9 fc	5' 3"
40'	10.9 fc	7' 0"
50'	6.9 fc	8' 9"

### 20° DISTRIBUTION

Test Report: LTL22115  
IES LM 79-08  
PFL-707-20°-RGB  
Lumens: 1825  
Wattage: 37.7W  
Efficacy: 48.4  
Max. Candela: 16,637



#### ISO Candela Plot



#### Illuminance at a Distance

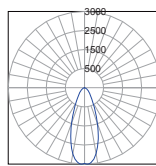
	Center Beam fc	Beam Width
10'	90.5 fc	3' 6"
20'	23.2 fc	7' 0"
30'	10.6 fc	10' 6"
40'	6.1 fc	14' 1"
50'	3.9 fc	17' 7"

### 40° DISTRIBUTION

Test Report: LTL22117  
IES LM 79-08  
PFL-707-40°-RGB  
Lumens: 1817  
Wattage: 38.2W  
Efficacy: 47.5  
Max. Candela: 2,955  
Horizontal Beam Angle(50%): 37.3



#### ISO Candela Plot



#### Illuminance at a Distance

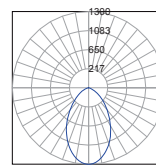
	Center Beam fc	Beam Width
10'	29.4 fc	5' 4"
20'	7.5 fc	10' 8"
30'	3.4 fc	16' 1"
40'	2.0 fc	21' 5"
50'	1.2 fc	26' 9"

### 60° DISTRIBUTION

Test Report: LTL22119  
IES LM 79-08  
PFL-707-60°-RGB  
Lumens: 1774  
Wattage: 36.1W  
Efficacy: 49.1  
Max. Candela: 1,225



#### ISO Candela Plot

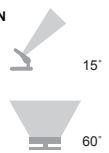


#### Illuminance at a Distance

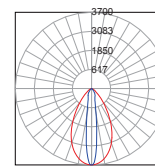
	Center Beam fc	Beam Width
10'	12.2 fc	9' 3"
20'	3.1 fc	18' 7"
30'	1.4 fc	27' 11"
40'	0.8 fc	37' 3"
50'	0.5 fc	46' 7"

### 60° x 15° DISTRIBUTION

Test Report: LTL22120  
IES LM 79-08  
PFL-707-6015°-RGB  
Lumens: 1728.4  
Wattage: 35.6W  
Efficacy: 48.5  
Max. Candela: 3,652



#### ISO Candela Plot



#### Illuminance at a Distance

	Center Beam fc	Beam Width
10'	35.8 fc	60° 11' 6"
20'	9.2 fc	15° 23' 1"
30'	4.2 fc	34' 7"
40'	2.4 fc	46' 2"
50'	1.5 fc	57' 8"

Photometric data based on test results from an independent NIST traceable testing lab. IES data is available at [www.winonaighting.com](http://www.winonaighting.com). Always refer to our website for the latest IES file updates.

## FEATURES & SPECIFICATIONS

- Lumens: 1825 lm (20° optic)
- Wattage: 37.7W
- Efficacy: 48.4 LPW (20° optic)
- Voltage: 120 - 277V
- Distribution: 10°, 20°, 40°, 60°, 60° x 15°
- Control System: Easy DMX512 controller with LCD touchscreen
- Lumen Maintenance: 50,000 hours L70 @ 50°C
- Size: 12 1/2"L x 9 3/4"W x 6 3/4"H
- Housing: Die-cast aluminum
- Finish: Polyester powder coat painted finish
- Lens Material: Clear tempered glass
- Temperature Ranges: -20° to 50°C
- Certification/Compliance: ETL, cETL, IP66, FCC Class A Part15 subpart B
- Weight: 13 lbs. (integral power supply)
- Warranty: 5 years

## Performance

PARATA 700 Series luminaires are designed to provide maximum output while consuming minimum energy. Smooth, controlled distribution provides a uniform concentration of saturated color to a target surface. Multiple beam options are available making it simple for the user to select an appropriate distribution for any application.

## Consistent Color

Calibrated and tested to ensure uniform hue and intensity from fixture to fixture regardless of temperature or environment. Factory calibration allows the user to input a specific value and be assured of consistent color. PARATA's unique ratio of red, green and blue LEDs allows for superior architectural white color.

INSTALL NEW 'TYPE B' LED WALL WASHER FIXTURES  
PER DRAWING LOCATIONS

INSTALL NEW 'TYPE A' LINEAR LED STRIP



REMOVE EXISTING WALL PACK FIXTURES

DATE

DRAWING TITLE

12.2.13

SK-1

**WASHINGTON  
STREET BRIDGE**

NORWALK, CT

christian rae studio, llc

365 CENTER ROAD EASTON, CT 06612

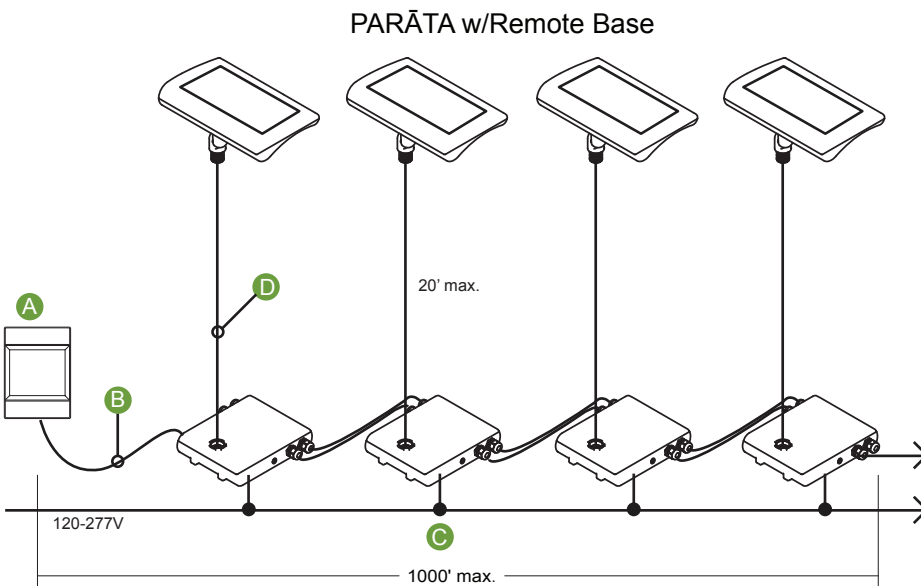
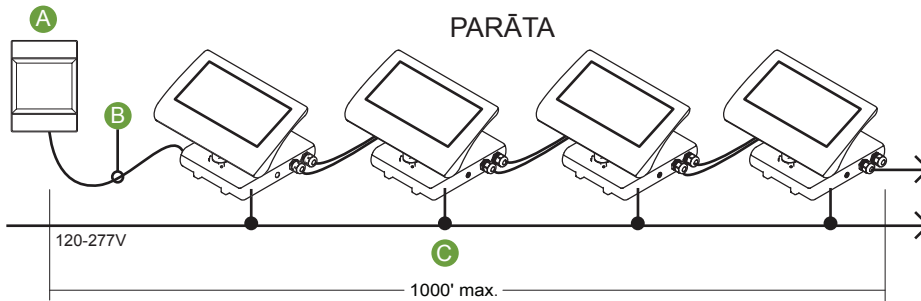
T: 203.220.9575

www.christianraestudio.com

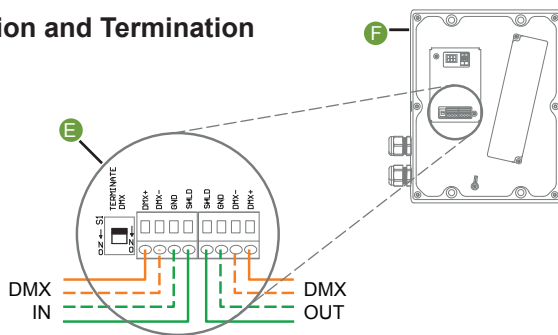


## Basic System Wiring Information

This very basic system wiring diagram provides an overview of components and materials required for a simple dynamic color installation of PARĀTA luminaires controlled by an Easy1 controller. These diagrams should not be used in place of actual installation instructions or submittal drawings prepared for a specific project.



### DMX Connection and Termination



A dynamic color-changing luminaire installation can be as simple as a single luminaire and one control to many different luminaires in multiple locations being triggered and manipulated in real time. Because every project is unique, complete system single line diagrams will be provided for every PARĀTA + Easy1 project. Consulting with the factory at the beginning stages of the project will ensure the required equipment be specified and properly installed.

- A** The Easy1 Solo controller is a self-contained DMX controller providing one universe of DMX-512 control. A complete system RDM set-up and playback control solution, the Easy1 Solo includes:
  - Pre-loaded shows, random show, rainbow feature, and chase feature
  - On-screen manual color select with favorite presets store/recall
  - On-screen master intensity slider and speed control slider
  - Compatibility with RDM and non-RDM DMX-512 fixtures
  - All show editing done through LCD user interface
  - User-configurable logo on screen saver
- B** Belden 9829 cable is the preferred communication/data cable used to carry the DMX signal to and from the PARĀTA luminaires. The total length of this cable must not exceed 1000 feet from the DMX controller to the last luminaire in the chain.
- C** 120V-277V input is required at each PARĀTA luminaire. No proprietary cables or fittings are required to bring power to the luminaire. Metallic conduit and standard fittings are compatible as are multi-conductor cords provided they are appropriate to the mounting location. Proper separation of Class I (line voltage) and Class II (DMX) wiring must be provided per NEC.
- D** Remote distances of up to 20' away from the mount box are allowable when the A4 Remote option is selected. Use Belden 9829 to carry the data and #16 stranded to carry the Class II power to the luminaire head. Because the power is low voltage Class II, no separation is required.
- E** The die cast aluminum mounting base can be specified with up to four threaded 1/2" NPT holes on the sides and bottom for conduit and/or cord entry and exit. Proper sealing of the fittings is required at installation time when used outdoors.
- F** An on-board DMX termination switch is used on the last luminaire in the string to preserve signal integrity and to comply to DMX standards. No additional termination device is required.
- G** A power supply for Easy1 is provided with the control and can be easily installed in a j-box adjacent to the control. The power supply can be powered by 100V-277V.

### Easy1 Controller



## Accessory Options

Easy™

LED Show Controller with LCD touchscreen (integral power supply)

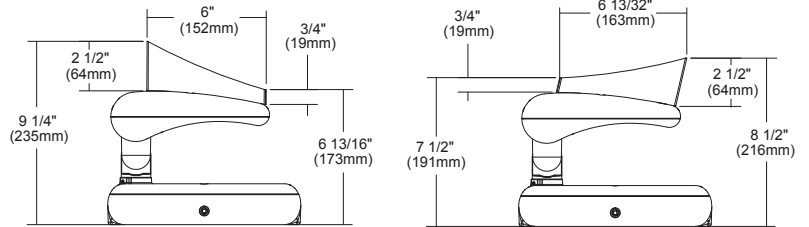
EZ			
Family	Version	Finish	Supply Voltage
<b>EZ</b> Easy	<b>EZSOLO</b> EZSOLO <b>EZTOUCH</b> EZTOUCH <b>EZPRO</b> EZPRO	<b>BK</b> Black <b>WH</b> White	<b>120/277</b> 120V or 277V 347 347



Glare control: Optional attachments shield direct view into fixture aperture

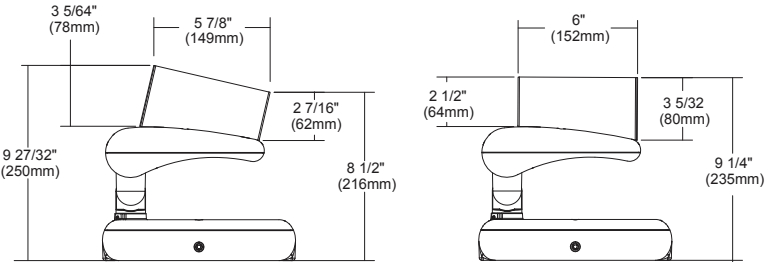
### Glare Visor

GV2	
Model	Finish
<b>GV2</b> Glare Visor	<b>BKT</b> Textured Black Paint <b>WHT</b> Textured White Paint <b>SIT</b> Textured Silver Paint <b>DBT</b> Textured Dark Bronze Paint <b>CPF</b> Custom Paint Finish



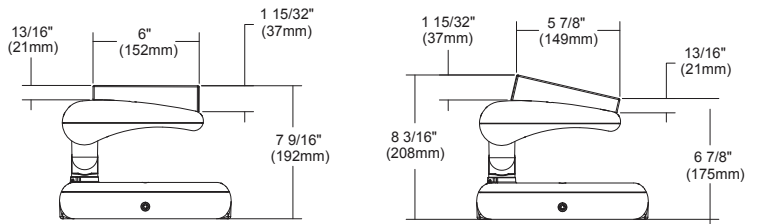
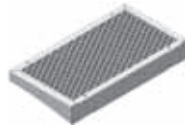
### Top Hat

TH2	
Model	Finish
<b>TH2</b> Top Hat	<b>BKT</b> Textured Black Paint <b>WHT</b> Textured White Paint <b>SIT</b> Textured Silver Paint <b>DBT</b> Textured Dark Bronze Paint <b>CPF</b> Custom Paint Finish



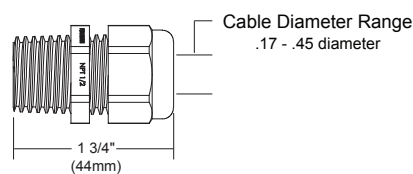
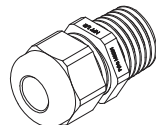
### Baffle

BF2	
Model	Finish
<b>BF2</b> Baffle	<b>BKT</b> Textured Black Paint <b>WHT</b> Textured White Paint <b>SIT</b> Textured Silver Paint <b>DBT</b> Textured Dark Bronze Paint <b>CPF</b> Custom Paint Finish



### Liquid-Tight Cord Grip

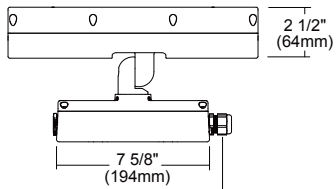
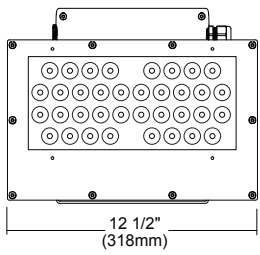
CG	
Model	
<b>CG</b> Liquid-Tight Cord Grip	



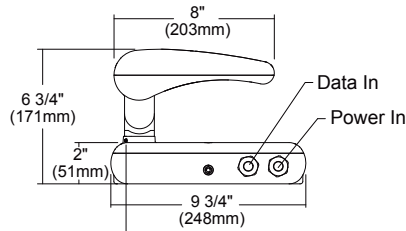
Integral Power Supply Dimensions

707 Full Flood

A7 Mount and A10 Mount



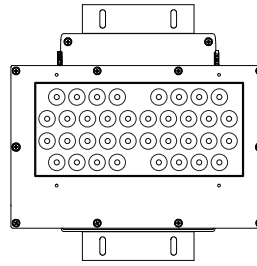
Water-tight fitting accessory sold separately



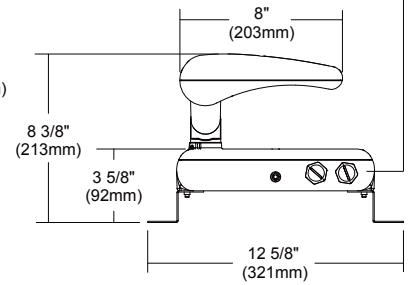
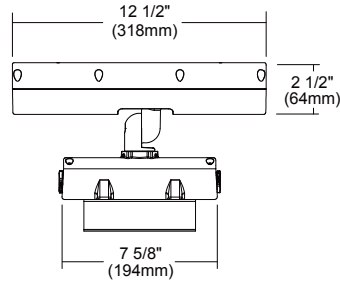
Set Screw for locking in rotational aiming

707 Full Flood

A5 Mount

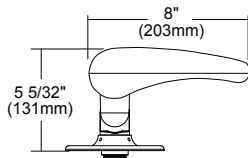
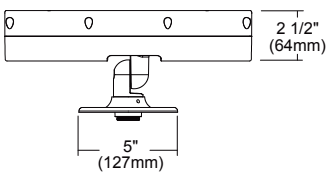
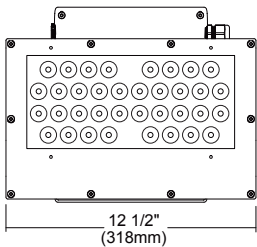


The die cast aluminum mounting base is equipped with threaded 1/2" NPT holes for conduit and or cord entry and exit. The A10 mount (shown) has four side holes and the A7 mount has two bottom holes. Proper sealing of the fittings is required at installation time when used outdoors.

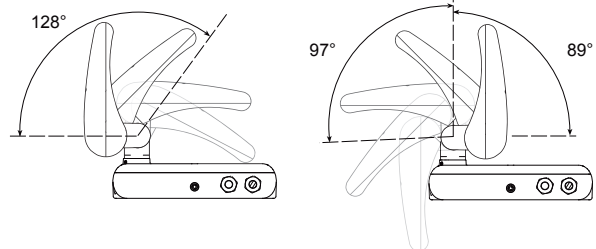
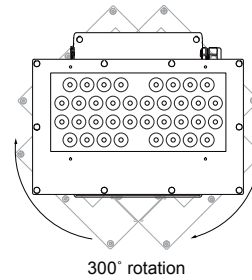


707 Full Flood

A4 Mount



Remote Power Supply Dimensions



Adjustability

# Digital Timer (T6) Specification Sheet

Project Name:	Location:	MFG: Philips Hadco
Fixture Type:	Catalog No.:	Qty:



## Ordering Guide

Example: T6

Product Code	T6	Digital Timer
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## Specifications

### ACCESSORIES:

T6 - Digital Timer (24 Hour plug-in time clock)

## EXHIBIT C

### **State of Connecticut Required Provisions**

For the purposes of this document, references to “contract” or “Contract” mean this Agreement, references to “contractor” or “Contractor” mean Licensee, and references to “Contractor Parties” mean Licensee Parties.

1. **Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2. **Access to Contract and State Data. (Not Applicable to Municipalities)** The Contractor shall provide to CTDOT access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and CTDOT that are in the possession or control of the Contractor upon demand and shall provide the data to CTDOT in a format prescribed by CTDOT and the State Auditors of Public Accounts at no additional cost.

3. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract 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 the State, 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 of Connecticut. The Contractor 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.

#### **4. Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; 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 the Contract. The Contractor shall use

counsel reasonably acceptable to CTDOT in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor'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) The Contractor shall not be responsible for indemnifying or holding the Indemnified Parties harmless from any liability arising due to the negligence of the Indemnified Parties or any third party acting under the direct control or supervision of the Indemnified Parties.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the Indemnified Parties caused by the Acts of the Contractor or any Contractor Parties. CTDOT shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where one or more of the Indemnified Parties is/are alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the Indemnified Parties as additional insureds on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to CTDOT. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**5. Sovereign Immunity.** The parties acknowledge and agree that nothing in the Contract 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 the Contract. To the extent that this section conflicts with any other section, this section shall govern.

**6. Audit and Inspection of Plants, Places of Business and Records. (Not Applicable to Municipalities)**

- (1) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (2) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (3) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (4) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's setoff provision.
- (5) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (6) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (7) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**7. Campaign Contribution Restriction. (Not Applicable to Municipalities)** For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

**8. Executive Orders and Other Enactments.**

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT's authority to require compliance with the Enactments.
- (a) This Contract 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 Contract as if they had been fully set forth in it.
- (b) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and

services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

## 9. **Nondiscrimination. (Not Applicable to Municipalities)**

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal

government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract; or (C) initialing this nondiscrimination affirmation. \_\_\_\_

**10. Iran Investment Energy Certification. (Not Applicable to Municipalities)**

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in

the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

**11. Large State Contract Representation for Contractor. (Not Applicable to Municipalities)**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (1) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (2) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

**12. Large State Contract Representation for Official or Employee of State Agency. (Not Applicable to Municipalities)**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**13. Compliance with Consumer Data Privacy and Online Monitoring.**

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

## EXHIBIT D

### Title VI Contractor Assurances

For the purposes of this Exhibit, “Acts” means Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252); and “Regulations” mean collectively 49 C.F.R. Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

- A. Licensee/Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (and in the case of a Lease Agreement, agrees that as a covenant running with the land):
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this License/Lease Agreement for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Licensee/Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Licensee/Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in these Title VI Contractor Assurances.
- B. With respect to the License/Lease Agreement, in the event of breach of any of the above non-discrimination covenants in section A, Licenser/Lessor/CTDOT will have the right to terminate the License/Lease Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the License/Lease Agreement had never been made or issued.

**BILL OF SALE**

**THIS BILL OF SALE** dated this \_\_\_\_ day of December 2025, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF NORWALK** (“Transferor”), AND the **CITY OF NORWALK** (the “Transferee”).

**WHEREAS**, the Transferor desires to transfer all its rights, title and interest in and to a certain signage known as the “SONO” currently located under the railroad bridge on Washington Street in South Norwalk (the “SONO Sign”) to the transferee;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Seller and Buyer agree as follows:

1. Seller hereby transfers all its rights, title and interest in and to the SONO sign to the Buyer for ONE DOLLAR AND 00/100 CENTS (\$1.00) hereby acknowledge paid by Transfer to Transferee.

SELLER:

BUYER:

By: \_\_\_\_\_

By: \_\_\_\_\_