

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Special Meeting: November 19, 2019
November 26, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Chris Gavrielidis, Zoning Board of Appeals, Alternate

APPOINTMENTS: Sheri Brown, Board of Estimate and Taxation
Ed Abrams, Board of Estimate and Taxation
Chris Gavrielidis, Zoning Board of Appeals, Regular
Joshua M. Goldstein, Zoning Commission, Alternate

REAPPOINTMENTS: Vincent J. Amoruccio, Board of Health
Kenneth R. Lafime, Board of Health
Terry Tavella Quell, Board of Health
Artie Kassimis, Board of Estimates and Taxation
Charles A. Pirro, Pension Board
Keith A. Lyon, Zoning Board of Appeals

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Discussion regarding pending litigation titled Firetree Ltd. V. City of Norwalk, Et. Al., D.N. 3:17-CV-01088, pending in the United States District Court, District of Connecticut. **EXECUTIVE SESSION**

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorize the Mayor, Harry W. Rilling, to sign the settlement agreement and release with Turco Golf, Inc. and Fuss & O'Neill, Inc. to resolve the claims and potential litigation regarding the construction of the batting cage at Nathan Hale Middle School.

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

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

Account No. 01 40 30 5258

2. Authorize the Mayor, Harry W. Rilling, to execute a lease agreement (File No. 102-119-03A) with the State of Connecticut Department of Transportation at no monthly cost for the purpose of constructing a portion of State Project 102-350 Norwalk River Valley Trail – Phase 2.
3. Authorize the Mayor, Harry W. Rilling, to execute an agreement with VHB, Inc. for the design of adaptive signals on West Avenue for an amount not to exceed \$30,000.00.

Account No. 09 20 4120 5777 C0232

- 4a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with National Water Main Cleaning Company for Cleaning Existing Drain Systems at Various Locations (Project DRG 2019-1) for an amount not to exceed \$468,800.00.

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

- 4b. Authorize the Chief of Operations and Public Works to execute orders on Contract with National Water Main Cleaning Company for Cleaning Existing Drain Systems at Various Locations (Project DRG 2019-1), for a sum not to exceed \$46,880.00.

Account No. 09 15 4027 5777 C0440
09 17 4027 5777 C0440

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

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

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

B. LAND USE AND BUILDING COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Alden Bailey Restoration Corp. for the Mill Hill Town House mortar repair/repointing project for a total not to exceed \$138,410.00. Acct. #0918/19/206310 5777 C0521
- 1b. Authorize the Norwalk Historical Commission to issue Change Orders on Contract for a total not to exceed \$14,000
2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Jefferson Elementary School – Renovate-As-New Project. Terms of the agreement shall include the following:
- Pre-Construction Phase Services (including reimbursable allowance) for \$86,550
 - CM Fees (% of total trade bids) at 1.20%
 - CM Contingency (% of total trade bids) at 1.50%.

Following the trade contractors' bidding process, a Guaranteed Maximum Price (GMP) will be submitted to the Common Council for approval. Acct. #0919/205010 5777 C0619

3. Authorize the Purchasing Agent to issue Purchase Orders to SHI International Corp. for the supply of 675 Aruba AP-315 Access Points and license for Norwalk Public Schools for a total not to exceed \$55,000. Acct. #09205010 5777 C0112
4. Authorize the Purchasing Agent to issue purchase orders to ePlus Technology Inc. for the supply of 13 Cisco Catalyst 3850 48PT and modules for Norwalk Public Schools for a total not to exceed \$31,000. Acct. # 09205010 5777 C0112
5. Authorize the Purchasing Agent to issue Purchase Orders to SHI International Corp. for the supply of an Aruba 7220 Controller and licenses for Norwalk Public Schools for a total not to exceed \$12,500.00 Acct. #09205010 5777 C0112

6. Authorize the Purchasing Agent to issue purchase orders to Synacktek LLC for the supply and installation of Pulse Policy Secure NAC Solution for Norwalk Public Schools for a total not to exceed \$105,000. Acct. #09195010 5777 C0112
- 7a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Epifano Builders Inc. for the installation of a picnic shelter at Ely Park for a total not to exceed \$53,750.00. Acct # 09196030 5777 C0321 & 09186030 5796 C0321
- 7b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$5,375.
- 8a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Re-Tech LLC for the renovation of the old Recreation and Parks' and Human Relation's Offices for new Planning & Zoning Offices for a total not to exceed \$86,000.00. Acct. #014086-5266 and #09193310 5777 C0630
- 8b. Authorize the Office of Building Management to issue change orders on contract for a total not to exceed \$8,600.00
- 9a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Shoreline Restoration LLC for the Ben Franklin Center Roof Replacement project (Phase 2) for a total not to exceed \$206,052.00. Funds are available from account #0920 7100 5777 C0295 and #0919/20 7100 5777 C0476.
- 9b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$20,605.00
10. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept donation of 24 James Street to the City of Norwalk by the property owner.

C. HEALTH AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut for the Preventive Health and Human Services Block Grant in the amount of \$66,672 for the period October 1, 2019 to September 30, 2022.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Preventive Health and Human Services Block Grant for the period October 1, 2019 to September 30, 2022.

X. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

BOARD OF ESTIMATES AND TAXATION	M/C	Nwtk. Charter 1-288
SHERI BROWN (D)		Term Expires 11/30/2023
34 Riverview Drive Norwalk, CT 06850		
ED ABRAMS (R)		Term Expires 11/30/2023
20 Morgan Avenue Norwalk, CT 06851		
ZONING BOARD OF APPEALS	M/C	Nwtk. Code 116
CHRIS GAVRIELIDIS (D)		Term Expires 11/01/2022
7 Fitch Street Norwalk, CT 06855		Regular
ZONING COMMISSION	M/C	Nwtk. Code 79
JOSHUA M. GOLDSTEIN (D)		Term Expires 07/01/2021
21 Ann Street, Apt. B41 Norwalk, CT 06854		Alternate

REAPPOINTMENTS

BOARD OF HEALTH	M/C	Nwtk. Code 57-4
VINCENT J. AMORUCCIO (D)		Term Expires 12/01/2022
6 Sasqua Road Norwalk, CT 06855		
KENNETH R. LALIME (U)		Term Expires 12/01/2022
137 Partrick Avenue Norwalk, CT 06851		
TERRY TAVELLA QUELL (R)		Term Expires 12/01/2022
3 Karen Drive Norwalk, CT 06851		
BOARD OF ESTIMATES AND TAXATION	M/C	Nwtk. Charter 1-288
ARTIE KASSIMIS (R)		Term Expires 11/30/2023
80 Walter Avenue Norwalk, CT 06851		

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**DECEMBER 10, 2019
COUNCIL CHAMBERS**

PENSION BOARD

M/C

Nwtk Code, Appx II

CHARLES A. PIRRO (R)

Term Expires 09/01/2024

5 Delaware Avenue

Norwalk, CT 06852

ZONING BOARD OF APPEALS

M/C

Nwtk. Code 116

KEITH A. LYON (D)

Term Expires 11/01/2024

17 Valley Road

Norwalk, CT 06854

Regular

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APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND
OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS
ARE SUBJECT TO THE AVAILABILITY OF FUNDS**

SPECIAL/ORGANIZATIONAL MEETING

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance. He asked for a moment of silence in memory of Marija Bryant. He extended his condolences to her husband Tod.

Mayor Harry W. Rilling - Swearing In of 2019-2021 Common Council Members

Mayor Rilling administered the Oath of Office to each member of the Common Council. He congratulated returning members as well as the newly elected members of the Common Council.

Ms. King read the notice stating that the meeting was being audio recorded and videotaped with subtitles for public broadcast. She asked everyone to speak clearly, one at a time, into the microphone and said that assisted listening devices were available.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Mr. Colin Hosten Mr. Nick Sacchinelli
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Mr. Ernest Dumas	Ms. Darlene Young
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Common Council members present.

Also present were Mayor Harry Rilling and City Clerk, Donna King.

II. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted.

Ms. Eloisa Melendez, congratulated the District A representatives and offered words of advice.

Mayor Rilling recognized Ms. Melendez and Mr. Igneri and said that he intends to use their expertise on a board.

III. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. Appointment of Corporation Counsel

Mayor Rilling announced the reappointment of Mario Coppola as Corporation Counsel.

2. Appointment of City Clerk

Mr. Rilling spoke in support of this reappointment.

**** MS. SMYTH MOVED TO APPROVE THE REAPPOINTMENT OF
DONNA KING AS CITY CLERK
** MOTION PASSED UNANIMOUSLY**

Mayor Rilling administered the Oath of Office to Ms. King.

B. MAYOR'S REMARKS:

Mayor Rilling congratulated all of the members of the Common Council and wished everyone a very happy Thanksgiving.

IV. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS

Mr. Livingston extended his congratulations to the members of the Common Council. He thanked the members of the Common Council for the honor of serving as the Common Council President.

1. Election of Council President

**** MR. LIVINGSTON MOVED TO ELECT BARBARA SMYTH AS COMMON COUNCIL PRESIDENT**

Mr. Livingston spoke in support of the nomination.

There were no other nominations.

**** MOTION PASSED UNANIMOUSLY**

Ms. Smyth said she looked forward to working with the Common Council members. She expressed her thanks to the outgoing leaders and said she learned a lot from them.

2. Announcement of Majority Leader

Ms. Smyth announced that Mr. Burnett would be the Majority Leader.

3. Announcement of Minority Leader

Ms. Smyth announced that Mr. Keegan would be the Minority Leader.

4. Appointment of Assistant City Clerk

**** MR. BURNETT MOVED TO APPROVE THE REAPPOINTMENT OF IRENE DIXON AS ASSISTANT CITY CLERK**

Mr. Burnett spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

Mayor Rilling administered the Oath of Office to Ms. Dixon.

5. Organization of Common Council Committees

**** MR. LIVINGSTON MOVED TO APPROVE THE FOLLOWING RESOLUTION CONCERNING THE RENAMING OF CERTAIN COMMON COUNCIL STANDING COMMITTEES:**

WHEREAS, THE COMMON COUNCIL OF THE CITY OF NORWALK (THE "COUNCIL") DESIRES TO RENAME CERTAIN OF ITS STANDING COMMITTEES, FOR THE PURPOSE OF CLARIFYING THE LEGISLATIVE PURVIEW AND ADVISORY FUNCTION OF SUCH COMMITTEES; AND

WHEREAS, ACTING PURSUANT TO SECTIONS 1-189 AND 1-197 OF THE CHARTER OF THE CITY OF NORWALK (THE "CHARTER") AS WELL AS THE PARLIAMENTARY AUTHORITY SET FORTH IN THE RULES OF THE COMMON COUNCIL, CITY OF NORWALK, CONNECTICUT, ADOPTED NOVEMBER 26, 1985, AS AMENDED AND ADOPTED FEBRUARY 12, 2019 AND MASON'S MANUAL OF LEGISLATIVE PROCEDURE (2010), BY A MAJORITY VOTE OF THE COUNCIL MEMBERS PRESENT AND VOTING;

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL, THAT THE "HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE" OF THE COUNCIL SHALL HEREINAFTER BE NAMED THE "HEALTH AND PUBLIC SAFETY COMMITTEE" AND THE "PERSONNEL COMMITTEE" OF THE COUNCIL SHALL HEREINAFTER BE NAMED THE "COMMUNITY SERVICES AND PERSONNEL COMMITTEE".

**** MOTION PASSED UNANIMOUSLY**

This resolution, adopted by the Council on November 19, 2019, shall take effect immediately and shall remain in effect until rescinded or modified.

6. Appointment of Committees

The Chairs for the 2019-2020 Common Council committees are as follows:

Finance/Claims Committee	Mr. Burnett
Health and Public Safety Committee	Mr. Sacchinelli
Land Use and Building Management Committee	Mr. Livingston

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Special Meeting
November 19, 2019
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Ordinance Committee
Community Services and Personnel Committee
Planning Committee
Public Works Committee
Recreation and Parks Committee

Mr. Hosten
Ms. Smyth
Mr. Kydes
Mr. Tsiranides
Ms. Young

7. Adoption of Council Rules

**** MR. LIVINGSTON MOVED TO APPROVE THE FOLLOWING:**

RESOLUTION AMENDING SECTION NOS. 6, 7, & 19 OF THE RULES OF THE COMMON COUNCIL, CITY OF NORWALK, CONNECTICUT, ADOPTED BY THE COMMON COUNCIL NOVEMBER 26, 1985 AS AMENDED AND ADOPTED FEBRUARY 12, 2019

WHEREAS, THE COMMON COUNCIL OF THE CITY OF NORWALK (THE "COUNCIL") DESIRES TO AMEND THE RULES OF THE COMMON COUNCIL, CITY OF NORWALK, CONNECTICUT, ADOPTED NOVEMBER 26, 1985, AS AMENDED AND ADOPTED FEBRUARY 12, 2019 (THE "RULES") TO UPDATE CERTAIN INFORMATION CONCERNING ITS MEETING DATES AND TIMES, AS WELL AS THE DEPARTMENTAL STAFFING OF ITS COMMITTEES.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL, THAT SECTION NO. 6 OF THE RULES IS HEREBY AMENDED IN ITS ENTIRETY AND SUBSTITUTED WITH THE FOLLOWING IN LIEU THEREOF:

"6. EACH COMMON COUNCIL COMMITTEE SHOULD SEEK TO HOLD AT LEAST ONE (1) MEETING EACH MONTH, AND IN ANY CASE, NOT LESS THAN TEN (10) MEETINGS PER YEAR, AS SCHEDULED AT A REGULAR DATE TO BE REPORTED TO THE CITY CLERK. ADDITIONAL MEETINGS MAY BE CALLED BY THE COMMITTEE CHAIR AND SHALL ALSO BE REPORTED TO THE CITY CLERK.

ALL COMMON COUNCIL COMMITTEE MEETINGS SHALL BE PUBLICIZED BY THE CITY CLERK IN FULL KEEPING WITH THE REQUIREMENTS OF THE CONNECTICUT FREEDOM OF INFORMATION ACT.

IT IS THE PURPOSE OF THIS RULE THAT THE MAXIMUM POSSIBLE PUBLIC ATTENTION BE CALLED TO THE WORK OF THE COUNCIL COMMITTEES AND THE GREATEST POSSIBLE ATTENDANCE AND PARTICIPATION AT COMMITTEE MEETINGS BE FACILITATED AND ENCOURAGED.

FOR COMMITTEE MEMBERS FROM THE COMMON COUNCIL, 2 ABSENCES WITHOUT ADVANCE NOTICE WILL BE SUFFICIENT REASON FOR THE CHAIR TO REQUEST OF THE COUNCIL PRESIDENT, MAJORITY AND MINORITY LEADERS AND THE COMMON COUNCIL AS A WHOLE FOR A REORGANIZATION OF THAT COMMITTEE."

BE IT FURTHER RESOLVED THAT SECTION NO. 7 OF THE RULES IS HEREBY AMENDED IN ITS ENTIRETY AND SUBSTITUTED WITH THE FOLLOWING IN LIEU THEREOF:

"7. EACH COMMITTEE CHAIR SHALL FACILITATE THE COLLECTION OF MINUTES BY THE ASSIGNED STENOGRAPHER. ALL COMMITTEES SHALL BE STAFFED FROM THE ASSOCIATED DEPARTMENTS WITH ASSISTANCE AS REQUIRED FROM THE DEPARTMENT HEAD."

BE IT FURTHER RESOLVED THAT SECTION NO. 19 OF THE RULES IS HEREBY AMENDED IN ITS ENTIRETY AND SUBSTITUTED WITH THE FOLLOWING IN LIEU THEREOF:

"19. ALL REGULAR COMMON COUNCIL MEETINGS SHALL BEGIN AT 7:30 AND ALL REGULAR AND SPECIAL COMMON COUNCIL MEETINGS SHALL TERMINATE AT MIDNIGHT, EXCEPT WHEN THE COMMON COUNCIL DEEMS IT NECESSARY TO CONTINUE ITS BUSINESS, SUCH DETERMINATION TO BE MADE BY A SIMPLE MAJORITY VOTE."

BE IT FURTHER RESOLVED THAT THE CAPTION OF THE RULES ARE HEREBY UPDATED AS FOLLOWS:

**"RULES OF THE COMMON COUNCIL
CITY OF NORWALK, CONNECTICUT,
ADOPTED BY THE COMMON COUNCIL NOVEMBER 26, 1985
AS AMENDED AND ADOPTED NOVEMBER 19, 2019"**

THIS RESOLUTION, ADOPTED BY THE COUNCIL ON NOVEMBER 19, 2019, SHALL TAKE EFFECT IMMEDIATELY AND SHALL REMAIN IN EFFECT UNTIL RESCINDED OR MODIFIED.

**** MOTION PASSED UNANIMOUSLY**

B. REMARKS

Mayor Rilling congratulated Mr. Burnett, Mr. Keegan and Ms. Smyth.

V. ADJOURNMENT

**** MR. SACCHINELLI MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:01 p.m.

ATTEST: _____
Donna King, City Clerk

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OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS
ARE SUBJECT TO THE AVAILABILITY OF FUNDS**

Mayor Rilling called the meeting to order at 7:34 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King read the notice stating that the meeting was being audio recorded and videotaped with subtitles for public broadcast. She asked everyone to speak clearly, one at a time, into the microphone and said that assisted listening devices were available.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Mr. Colin Hosten Mr. Nick Sacchinelli
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Darlene Young	
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Ms. Lisa Shanahan	

At Roll Call there were thirteen (13) Common Council members present and two (2) absent (Mr. Dumas and Mr. Livingston)

Also present were Mayor Harry Rilling, Corporation Counsel, Mario Coppola and City Clerk, Donna King.

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 12, 2019

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED WITH TWO ABSTENTIONS (MR. HEUVELMAN
AND MR. HOSTEN**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted.

Ms. Sally Morasco said that she took great interest in the mall and occasionally has something she wants to share.

Mr. Julio Pardo said he is a consultant on Ryan Park and that artist, Raf Santella's name is missing from item 7A5.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS:

**** MR. BURNETT MOVED TO APPROVE THE APPOINTMENT OF
ELIZABETH L. GOLDEN TO THE HISTORICAL COMMISSION**

Mr. Burnett spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF JOHN E.
IGNERI TO THE REDEVELOPMENT AGENCY**

Mayor Rilling and Mr. Kydes spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were none this evening.

Ms. King administered the Oath of Office to Ms. Golden and Mr. Igneri.

MAYOR'S REMARKS:

Mayor Rilling announced that November 30, 2019 is Small Business Saturday. The Wall Street Festival and Marketplace will be held on November 30 and December 1, 2019. Also, on December 1, 2019, the Tree Lighting Ceremonies will take place at the American Legion and at Roger Ludlow Park. Norwalk City Hall's Tree Lighting will be held on December 6, 2019. The Menorah will be lit on December 19th by Rabi Hecht.

The Annual Community Police Children's Holiday Party will be held on December 7, 2019 at 11:00 a.m. at Columbus Magnet School. City Hall be closed on November 28 and November 29, 2019. The Mayor also mentioned the annual Norwalk High School and Brien McMahon football on Thanksgiving Day.

Mayor Rilling reminded everyone about the American Legion's monthly ceremony where they honor a deceased Veteran from the area. This is a time to stop and recognize the sacrifices made by our Veterans.

Mayor Rilling expressed his thanks to Mr. Dumas for hosting his annual Thanksgiving meal at the former South Norwalk Community Center building.

Mayor Rilling wished everyone a Happy thanksgiving and to recognize that there are people who do not enjoy the abundance we have.

V. COUNCIL PRESIDENT

Ms. Smyth read the following Statement from the Common Council regarding civility:

"As members of the Common Council, we hold ourselves and other public officials to high levels of decorum and civility. In order to maintain the public trust, we do not condone the use of divisive language in our interactions with other public officials or with our constituents."

Ms. Smyth announced the following Council designees:

Mr. Kadeem Roberts and Mr. Emerson Straniti, Arts Commission
Mr. Thomas Livingston, Historical Commission.
Mr. John Igneri and Mr. Vincenzo Capozzoli, the Water Pollution Authority.
Mr. Colin Hosten, The Maritime Aquarium Authority.

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

**** MR. BURNETT MOVED THE FOLLOWING CONSENT CALENDAR:**

**VII.A.1, VII.A.1a, VII.A.1b, VII.A.2, VII.A.3, VII.A.4a, VII.A.4b, VII.A.5,
VII.B.1, VII.B.2, VII.B.3, VII.B.4, VII.B.5, VII.B.6, VII.B.7, VII.B.11,
VII.B.12, VII.B.13**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**1. AUTHORIZATION TO SETTLE CLAIM: NOVACK LAZARE AND
THE CITY OF NORWALK, FIRE DEPARTMENT EXECUTIVE
SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

**1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER
INTO AN AGREEMENT WITH JS ENDURANCE FOR THE USE OF
VETERANS PARK FOR THE SONO ½ MARATHON/5K TO BE HELD
SUNDAY, OCTOBER 4, 2020 FROM 8:30 AM – 3:00 PM. SET UP TO
BEGIN AT 10:00 AM SATURDAY, OCTOBER 3, 2020 WITH TEAR
DOWN NO LATER THAN 3:00 PM ON SUNDAY, OCTOBER 3, 2020.
ESTIMATED ATTENDANCE 1,400.**

**1B. APPROVE THE USE OF THE SHOW MOBILE BY JS ENDURANCE
FOR THE SONO ½ MARATHON/5K TO BE HELD SUNDAY, OCTOBER
4, 2020 FROM 8:30 AM – 3:00 PM.**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH GREENWICH KENNEL CLUB/LONGSHORE SOUTHPORT KENNEL CLUB FOR THE USE OF TAYLOR FARM FOR THEIR 88TH GREENWICH KENNEL CLUB AKC DOG SHOW, OBEDIENCE & RALLY TRIALS AND LONGSHORE/SOUTHPORT KENNEL CLUB AKC DOG SHOW TO BE HELD SATURDAY, JUNE 6, 2020 AND SUNDAY, JUNE 7, 2020 FROM 8:30 AM – 6:30 PM. SET UP TO TAKE PLACE AT 6:00 AM ON WEDNESDAY, JUNE 3, 2020 WITH TEAR DOWN NO LATER THAN 12:00 NOON ON MONDAY, JUNE 8, 2020. ESTIMATED ATTENDANCE 1,000.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH NORWALK BOARD OF EDUCATION AND THE MARITIME AQUARIUM FOR THE USE OF VETERANS PARK FOR THEIR ANNUAL NORWALK RIVER FUN RUN TO BE HELD SATURDAY, DECEMBER 7, 2019 FROM 8:00 AM – 10:00 AM WITH A RAIN DATE OF SUNDAY, DECEMBER 8, 2019. ESTIMATED ATTENDANCE 300-400.

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH M.E. O'BRIEN & SONS, INC. FOR THE SAN VINCENZO PARK PLAYGROUND EQUIPMENT AND INSTALLATION FOR A SUM NOT TO EXCEED \$44,596.75 AS A SOLE SOURCE PROVIDER FOR THIS PROJECT. ACCOUNT #'S 0917-6030-5777-C0364 \$3,586.25, 0918-6030-5777-C0364 \$21,760.85, 0919-6030-5777-C0364 \$19,249.65.

4B. AUTHORIZE THE DIRECTOR, RECREATION AND PARKS, TO ISSUE CHANGE ORDER TO M.E. O'BRIEN & SONS, INC. FOR THE SAN VINCENZO PARK PLAYGROUND EQUIPMENT AND INSTALLATION FOR A SUM NOT TO EXCEED \$5,000.00. ACCOUNT #0919-6030 5777-C0364

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO LICENSING AGREEMENTS WITH THE FOLLOWING ARTISTS LIZZIE ROCKWELL, CARLOS DAVILA, JAIMANE WEST, RAF SANTELLA AND DAVID MONTOYA, TOGETHER WITH REDEVELOPMENT AGENCY AND HOUSING AUTHORITY FOR THE ART INSTALLATION IN RYAN PARK.

B. FINANCE COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: NOVEMBER 14, 2019.

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED NOVEMBER 14, 2019.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: SEPTEMBER 2019.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT TO PAUL FRIHA FOR GENERAL TAX ASSESSOR SERVICES IN AN AMOUNT NOT TO EXCEED \$75,000.00 AT AN HOURLY RATE AND OTHER TERMS SET FORTH IN THE MEMORANDUM OF HENRY DACHOWITZ DATED OCTOBER 2, 2019. FUNDS ARE AVAILABLE IN ACCOUNT 011320-5253.

5. AUTHIORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO ALI KARIMI FOR GENERAL TAX ASSESSOR SERVICES IN AN AMOUNT NOT TO EXCEED \$45,000.00 AT AN HOURLY RATE AND OTHER TERMS SET FORTH IN THE MEMORANDUM OF HENRY DACHOWITZ DATED OCTOBER 2, 2019. FUNDS ARE AVAILABLE IN ACCOUNT 011320-5253.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH AMERICAN VALUATION GROUP, INC. FOR SPECIAL TAX ASSESSOR SERVICES ON THE MALL IN A SUM NOT TO EXCEED \$60,000. FUNDS ARE AVAILABLE IN ACCOUNT 011320-5253 ACCOUNTING, AUDITING SERVICES. THIS ACCOUNT HAS BUDGETED BALANCE OF \$158,000, NO SPECIAL APPROPRIATION IS REQUIRED.

7. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH SAFEGROUND ORGANIC ANALYTICS FOR SPECIALTY TAX ASSESSOR SERVICES IN A SUM NOT TO EXCEED \$75,000.00 AT THE TERMS SET FORTH IN THE MEMORANDUM OF HENRY DACHOWITZ DATED NOVEMBER 4, 2019. FUNDS ARE AVAILABLE IN ACCOUNT #01-1320-5253, ACCOUNTING, AUDITING SERVICES. NO ADDITIONAL APPROPRIATION IS REQUIRED.

8. RESOLVED, THAT A SUM NOT TO EXCEED \$1,000,000, BE AND THE SAME IS HEREBY TRANSFERRED FROM FUND BALANCE TO OPERATING ACCOUNT 01-7029-5A0620 TO PROVIDE MATCHING FUNDS FOR THE YMCA BUILD-OUT OF THE CITY OWNED PROPERTY LOCATED AT 98 SOUTH MAIN STREET, SUBJECT TO CONTRACT APPROVAL. *CONSENT TO TABLE*

11. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH BLUM SHAPIRO TO PROVIDE A ONE-TIME TECHNOLOGY ASSESSMENT AT A COST OF \$39,000.

12. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EXECUTE THE TAX ABATEMENT (TAX FIXING) AGREEMENTS BETWEEN THE CITY OF NORWALK, THE NORWALK HOUSING AUTHORITY, AND "TRINITY WV3 NINE LIMITED PARTNERSHIP" FOR BUILDING D AND "TRINITY WV3 FOUR LIMITED PARTNERSHIP" FOR BUILDING E PER ENCLOSED MEMORANDUM OF DARIN L. CALLAHAN, ASSISTANT CORPORATION COUNSEL, DATED NOVEMBER 21, 2019.

13. RE-AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH FIS FOR THE INTEGRATED PAYABLES SERVICES TO PROCESS ELECTRONIC PAYMENTS VIA ACH AND VIRTUAL CARDS AS SUPPLEMENTED BY THE ENCLOSED MEMORANDUM OF DARIN L. CALLAHAN, ASSISTANT CORPORATION COUNSEL DATED NOVEMBER 21, 2019.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

B. FINANCE COMMITTEE

**** MR. BURNETT MOVED THE FOLLOWING ITEM:**

9. RESOLVED, THAT A SUM NOT TO EXCEED \$1,000,000, BE AND THE SAME IS HEREBY TRANSFERRED FROM FUND BALANCE TO EDUCATION ACCOUNT 01-5050-5050 FOR ADDITIONAL ACADEMIC RESOURCES RELATED TO THE RECENT INFLOW OF ENGLISH LANGUAGE LEARNERS.

Mr. Burnett explained that these items were reviewed by the Board of Estimate and Taxation and the Finance/Claims Committee. Based on the information presented, the funding is necessary to address the increase of ELL (English Language Learner) students. It is also forecasted that additional students will be joining the District.

Dr. Adamowski updated the material received by the Common Council members. He said this special appropriation was developed in September. The students came from Honduras, El Salvador and Guatemala and were held in detention centers. Once they were released, they found their way here.

Dr. Adamowski said they check the residency of the students very carefully and assured the Common Council members they are living with family members or friends in Norwalk. There are about 70 unaccompanied minors also living in Norwalk. Most of the ELL students are SLFE (Students with limited formal education) and it is very challenging for the teachers. The tipping point of ELL students is 25% and at that point, the teachers need additional support. Six schools are over the 25% tipping point, with Kendall being the highest.

Dr. Adamowski said that in meetings with the City, it was determined that the City would handle the social services needs for the ELL students and their families. He noted that it has been an interesting fall as they attempt to deal with unanticipated issues. He added that these circumstances are continuing.

Mr. Hosten asked how the ELL teachers will implement their programs. Dr. Adamowski said there are three recognized methods of learning for ELL students.

Mr. Kydes said he hoped talks would continue with State legislators to secure funding. He said he heard a lot of talk about the ELL students, but nothing about what they are doing for the other students. He added that he heard there are issues how non ELL students are learning and that their education may be suffering because of this.

Dr. Adamowski said the best way to help the non ELL students is to provide support services to the ELL students. The best thing they can do is to have good ELL services. He said that as a school system, they will have grown to 66% of high needs students. In addition, as a school system, they have to pay close attention to how these needs are met.

Mr. Kydes commented that it sounds like a plan is in place to best serve the ELL students, but what about the non ELL students. Dr. Adamowski said the plan is the general plan in place. He explained the tiers and said that Tier I is a multifaceted issue and offers day in and day out instruction.

Mr. Kydes said he would be curious to see test scores after one full year. Dr. Adamowski said they will not see test scores for one year. In their experience, it takes about three years to gain a level of proficiency in English. The State of Connecticut does not count the ELL scores for two to five years, depending on which system is operative.

Mr. Burnett asked if any adjustments have been made to the strategic plan as a result of additional students coming into the District. Dr. Adamowski said that will be addressed in the budget proposal in January. When they developed this request in September, they had the benefit of ELL students already enrolled; however, more students enrolled since then and they anticipate more students in January.

Ms. Young asked why they anticipate seeing more students in January. Dr. Adamowski explained that in some of the countries, the school year ends at the end of December and some of the families make the decision to move at that time. Ms. Young asked about the 'summer slide' and if they are doing anything to address that. Dr. Adamowski said they are running limited programs with ELL students over the summer. They revamped the program and will be offering more programs. Summer School is a well-accepted concept in the school system.

Mr. Kydes noted that a majority of the students go to the high schools because they are older. He asked if the numbers will decrease once they graduate. Dr. Adamowski said these students are under increased pressure to work and that competes with their education. Last year they lost 35 – 40 ELL students who dropped out of school to work. They lost those students, but they will be replaced by others. There are also immigrants who will stay in Norwalk for a year and then move where housing is more affordable.

Mr. Langella asked Dr. Adamowski if he is seeing similar trends in other districts. Dr. Adamowski said the Norwalk Chamber of Commerce indicated that 80% of all immigrants in Connecticut come to Fairfield County because this is an area of the State that is doing well financially and residents can afford to hire them for such jobs as landscaping or housekeeping. There are only three places they can live, Norwalk, Bridgeport and Stamford. This is a serious equity issue for our schools. Dr. Adamowski noted that Bridgeport has had a significant increase over the years, but Norwalk had the greatest increase. People gravitate to places where they have good ELL programs. Mr. Langella asked Dr. Adamowski to be sure to partner with surrounding cities.

Dr. Adamowski said this is not an historical trend this year. It is an anomaly. Ms. Smyth thanked Dr. Adamowski for the care of the students in the District. He replied that they are our students.

Mayor Rilling said Norwalk has shown a unique ability to prepare for an unanticipated issue. Norwalk is the best performing urban district in the state. With this anomaly, Norwalk is confident with the plan to effectively deal with this. The students need to be educated.

**** MOTION PASSED UNANIMOUSLY**

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING ITEMS:**

10. RESOLVED, THAT A SUM NOT TO EXCEED \$400,000, BE AND THE SAME IS HEREBY TRANSFERRED FROM FUND BALANCE TO COMMUNITY SERVICES ACCOUNT NUMBER 01-2010-5298 FOR ADDITIONAL MENTAL HEALTH AND SOCIAL SERVICES FOR CITY STUDENTS.

14. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH MID FAIRFIELD CHILD GUIDANCE CENTER, INC. FOR IN HOME MENTAL HEALTH AND FAMILY SUPPORT SERVICES FOR PUBLIC SCHOOL CHILDREN IN AN AMOUNT NOT TO EXCEED \$400,000.00 ON A SINGLE SOURCE PROCUREMENT BASIS.

Mr. Lamont Daniels explained the request for funding to provide support services to the ELL students and their families. He said they learned that the students are suffering and it is important to identify how to support them emotionally and mentally. Mid Fairfield Child Guidance Center are the experts and know how to move and operate within the school system.

In response to Mr. Hosten's question, Mr. Daniels said that the high needs students will be referred to the Mid Fairfield Child Guidance Center. Mayor Rilling said that Norwalk Public schools have Social Workers, but they can't do home visits. He commended Mr. Daniels for pulling together 30 non-profit organizations in Norwalk and asking for their help to work with the families and students.

Mayor Rilling said he reached out to the Governor and other delegates for additional funding to help offset some of the costs.

**** MOTION PASSED UNANIMOUSLY**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MR. HOSTEN MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:42 p.m.

ATTEST: _____
Donna King, City Clerk

(D)

SHERI BROWN

• 203-515-9754 • sherib880@gmail.com

34 Riverview Dr.

06850

Communications Professional

PROFILE

Accomplished professional who has a proven record of success in developing and executing public awareness initiatives, managing social media, and planning and coordinating events. A savvy problem solver accustomed to working with a variety of stakeholders with diverse backgrounds and experiences. Successfully works with government leaders, elected officials and the media. Excels in dynamic environments while remaining pragmatic and focused. Possess superior skills in building in consensus, negotiating, and creative thinking.

PROFESSIONAL HIGHLIGHTS

Developed and implemented Communications Plan including creation and production of quarterly newsletters, fact sheets, talking points, media releases, and all collateral material; prepared press packets for the media, staff, parents, and business community to promote the accomplishments and achievements of the district

Created press releases, media alerts, and other announcements to promote District events, award ceremonies, and achievements and accomplishments of the District

Created and developed collateral material including fact sheets, talking points, brochures, and other materials

Improved organization's image through effective brand management, content placement, and leveraging partnerships

Managed website and drove efforts to establish social media presence including analysis of search engine optimization (SEO), and Google Analytics.

Led efforts to re-design agency's website that resulted in increased website traffic

Served as organization liaison and attend local committee meetings and City meetings as necessary

Supported and advised Board of Education, School Administrators, Central Office Staff, and others to facilitate communications, public relations, and programs

Coordinated and assisted with District initiatives including annual budget, curriculum revision, and new teacher evaluation plan

Served as crisis intervention point person

Collaborated with outside agencies to leverage communications opportunities

Maintained daily contact with the media including television, radio, and print to create platforms for presenting the district in the best possible light

Facilitated positive communication with local organizations such as government agencies, non-profits, and elected officials to foster understanding and collaboration

Planned and executed special events, programs, and ceremonies to promote the achievements and accomplishments of the district including the execution of a ceremony to commemorate the completion of a \$70 million high school building renovation

Designed and developed effective messaging to align with the district's mission, communication plan, and goals/objectives

Advised schools on public relations, media, and communications strategies

Launched and managed social media efforts to enhance audience engagement and capture multiple audiences

EXPERIENCE

Public Relations/Outreach Associate Arch Street Communications, White Plains, NY	• 2017-Present
Resource Development/Communications Norwalk Housing Authority, Norwalk, CT	• 2010-2014
Public Affairs Officer Norwalk Public Schools, Norwalk, CT	• 2000-2009

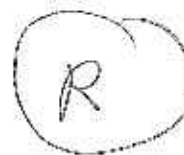
EDUCATION

Post University	Masters Degree Public Administration
Long Island University	Bachelors Degree Communications

Ed Abrams

20 Morgan Avenue Norwalk, CT 06851

Phone: 203.855.0331 Mobile: 203.984.7241 E-Mail: abramus981@gmail.com



Dist. A

Core Strengths

- Complex problem solving and the ability to put ideas into practice
- Process simplification and matrix management
- Strategic planning and Brand Management
- Social Media and Paid, Owned, Earned Marketing
- Global management and coordination
- Talent development, management and retention

Experience

Cognizant Technology Solutions

December 2017 – Present

Vice President Corporate Marketing

- Responsible for all aspects of building the Cognizant Brand on a Global basis
- Built and deployed the first ever integrated marketing program framework to align Brand and business strategies
- Introduced analytics-based marketing and a digitally driven execution model across the business
- Reshaping marketing approach, effectiveness and impact across the business and at scale to drive measurable increases in Brand awareness, consideration and preference

Samsung Electronics America

August 2014 – December 2017

Chief Marketing Officer – B2B, Samsung Enterprise Group

- Responsible for all aspects of building the Samsung Brand within the B2B space and creating demand at scale
- Established digitally led go-to-market model including content driven “newsroom” approach to drive customer engagement through an “always on” go-to market model
- Expanded Brand social media presence and drove first-of-a-kind analytics based approach to demonstrate business value associated with a modern marketing
- Accountable for \$2.5B in annual pipeline creation as well as enablement and education of all Sales Channels and routes

IBM Corporation

September 1995 – August 2014

Vice President Marketing, IBM Software Group

- Responsible for all demand generation and go-to-market activities in support of IBM Software and Cloud Solutions, responsible for all channel enablement, demand generation and Brand building
- Direct all operations across four geographic regions (Americas, Europe, Japan and Asia), manage a team of 200 (100 direct, 100 indirect) and a budget of \$250M
- Accountable for 47% of IBM profits and delivering +10% revenue growth for The IBM Corporation. Shifted marketing model to digitally driven, social media led execution. Improved response and lead progression by 22% through engagement marketing model.

Vice President Marketing, IBM Midmarket (Oct 08 – Oct 13)

- Responsible for all marketing and communications efforts in support of the SMB marketplace across IBM, lead offering development process for all brands for the mid-market, responsible for all channel enablement, communications, demand generation and Brand building within the SMB space
- Direct all operations across four geographic regions (Americas, Europe, Japan and Asia), manage a team of 150 (50 direct, 100 indirect) and a budget of \$150M
- Led all PR/AR activities and was the external spokesperson for IBM within the SMB space
- Delivering +10% revenue growth for division over the last eight quarters, Shifted marketing model to Social Media and Paid, Owned, Earned approach, improving ROI by 25%, managing all aspects of pipeline, lead creation and nurturing, delivering 65% of total business results via Marketing

Vice President Integrated Marketing Communications, IBM Americas (Jun 05 – Oct 08)

- Responsible for all marketing, communications, demand generation and interactive programs across the Americas (U.S., Canada, LA), led the development and execution of all marketing programs supporting product and solutions based offerings
- Managed team of 200 and budget of \$250M, responsible for driving \$37B in lead revenue for IBM company, delivered +5% growth each year
- Led efforts to reshape marketing effectiveness across the company, responsible for agency relationships across IBM Americas, \$18M in annual retainers, directed numerous campaigns which won creative awards (EFFIE, Addy, etc.)

Vice President Marketing Program Management, IBM Sales & Distribution (Jan 03 – Jun 05)

- Developed and deployed systematic process and approach for Program Management across IBM
- Responsible for all aspects of program development and execution, responsible for all marketing, demand generation and interactive programs across all industries and customer sets
- Led the development and execution of all cross-company programs supporting solutions based offerings, manage global team of 120 and budget of \$85M, responsible for driving \$10B in lead revenue for IBM company, engaged in efforts to reshape marketing effectiveness across the company

Director Integrated Marketing Communications, IBM SMB Group (Apr 01 – Jan 03)

- Responsible for overall marketing and demand generation strategies within IBM targeting companies under 1,000 employees, responsible for coordination of all business partner marketing and co-marketing initiatives.
- Initiated strategies and programs to drive \$2B in opportunity revenue annually, lead role in establishing overall IBM marketing strategies for both SMB and business partner segments.
- Established global marketing processes and management system to improve execution and effectiveness across the company, coordinated activities across all product lines within this area on a global basis, manage team of 40 and a budget of \$180M.

Director Integrated Marketing Communications, IBM Technology Group (Jun 99 – Apr 01)

- Responsible for strategic development and execution of Marketing and Communications programs for 15 Business Lines across IBM OEM business, introduced ingredient branding program to IBM OEM business to enhance corporate identity.

- Responsible for programs and tactics, which identified and passed over \$1 billion in opportunity revenue to OEM sales teams, managed worldwide team and built new linkages to IBM Geography resources and CIO on behalf of Technology Group
- Implemented strategic approach to IMC planning that ensures tight linkages to business objectives and provided measurable success metrics across business, managed team of 35 and budget of \$20 million.

Program Director, IBM Corporate Marketing (Dec 97 - Jun 99)

- Directed development and rollout of Corporate Marketing strategies targeted at youth (Generation X) segment, managed *IBM e-business Mark* web branding program globally. Program has generated \$15 million revenue in 1998.
- Assisted in development of overall strategies for IBM Brand and their translation into effective marketing programs, developed strategies and programs to improve perceptions of IBM as an innovator based on the success of *Deep Blue* program.
- Department liaison with Corporate Marketing Communications group, managed team of 10 and budget of \$20 million.

Marketing Communication Manager, IBM R/S 6000 Division (Sep 95 - Dec 97)

- Managed all communications on a worldwide basis, worked closely with marketing teams at headquarters and within all geographies to develop effective overall strategies.
- Responsible for development of communications strategy effectively repositioning IBM's \$4.5 billion midrange Server business, created effective strategies and programs in support of IBM's involvement with *Deep Blue* and *Mars Pathfinder* efforts.
- Division Liaison to worldwide Olympic Marketing team, repositioned and relaunched Internet and Intranet sites.
- 1996 communications campaigns generated over \$50 million in incremental revenue, managed staff of 12 and budget of \$30 million, advertising developed won numerous awards for creativity and effectiveness (EFFIE, AUSCARS, Starch, NIKKEI).

Dentsu Corporation of America

June 1994 - September 1995

Vice President Management Supervisor, Canon U.S.A.

- Responsible for new global positioning effort by Canon, launched first web site for Canon U.S.A, coordinated communications on a worldwide basis, developed and implemented new agency wide procedures for effective development of advertising, involved in all aspects of agency management, managed staff of 20 and budget of \$25 million.

Bozell Worldwide

March 1992 - June 1994

Vice President Management Supervisor, Borden Foods, MassMutual Life Insurance Company, Pfizer Incorporated, Toshiba America Incorporated, Unisys Corporation

- Successfully implemented first-ever global integrated communications (advertising, DM, Collateral) campaign for Unisys, established worldwide agency network to service Unisys. Responsible for worldwide strategy and creative development for Toshiba. Involved in development and introduction of new consumer products for Pfizer, introduced \$15 million incremental Health Care Reform advertising effort for Pfizer. Successfully introduced new yogurt product line for Borden. Coordinated all aspects of communications for MassMutual

Wells, Rich, Greene BDDP

February 1989 - March 1992

Account Supervisor, IBM Corporation, ITT Corporation, ITT Sheraton Hotels, Philip Morris Corporation

- Fully developed and produced over 25 ads for IBM Industries Division within a six-month period, developed advertising for Software and Midrange Computer Systems Divisions of IBM, established IBM within the Education marketplace. Coordinated communications among all nine ITT subsidiary companies, introduced new Corporate Image campaign for ITT Sheraton. Managed development and coordination of Corporate advertising programs for Philip Morris.

Young and Rubicam

August 1983 - February 1989

Account Executive (10/87-2/89), Assistant Account Executive (10/86-10/87), Media Planning (8/83-10/86), U.S. Army Recruiting Command, Trans World Airlines, Kraft Foods, American Home Foods, General Foods, Johnson & Johnson, TIME Inc.

- Responsible for \$100 million integrated communications campaign on Active Army, produced over eight television commercials within first six months of winning the account. Coordinated all newspaper advertising efforts for TWA. Responsible for successful re-introduction of Kraft Real Mayonnaise. Trained in all aspects of media planning.

Education

State University of New York At Buffalo

September 1979 - June 1983

Bachelor of Arts in Communications, minor in Marketing

7 Fitch Street
Norwalk, CT 06855

Telephone: (203) 853-1041
Facsimile: (203) 866-6971

Chris Gavrielidis

Experience

September 2001-Present Harbor Lights Norwalk, CT
Co-Owner

- Weekly bookkeeping.
- Payroll.
- Manage staff and scheduling.
- Maintain Point of Sale system.

March 2001-Present Overton's Seafood Stand Norwalk, CT
Co-Owner

- Weekly bookkeeping.
- Payroll.

1999-Present East Side Cafe Norwalk, CT
Co-Owner

1999-Present Norwalk Town Committee Norwalk, CT
District C Member

Education

1995-1999 New York University New York, NY
Stern School of Business

- B.S., Finance and Information Systems.

1991-1995 Norwalk High School Norwalk, CT

Other

Born and raised in Norwalk.

Fluent in Greek.

Dist
B

JOSHUA M. GOLDSTEIN

21 Ann Street, Apt. B41
Norwalk, CT 06854
203-247-8760; Jgoldstein@ahetrialaw.com



BAR ADMISSIONS: Connecticut, 2019; New York, 2017; United States District Court for the Southern District of New York, 2017; United States District Court for the Eastern District of New York, 2018.

WORK EXPERIENCE

ADELMAN HIRSCH & CONNORS, Bridgeport, CT

Associate, September 2019 – Present

Represent plaintiffs in personal injury, medical malpractice, and wrongful death cases. Compose discovery and dispositive motions, conduct all aspects of discovery including oral examinations of witnesses and document discovery, and research pertinent legal issues. Represent plaintiffs in administrative proceedings and mediations.

SILVERMAN & ASSOCIATES, White Plains, NY

Associate, September 2017 – August 2019

Defended school districts and municipalities in civil rights, employment discrimination, special education, negligence, and tort claims. Conducted oral examinations of claimants, drafted dispositive motions and conducted discovery. Represented clients in administrative proceedings as well as in New York state and federal courts.

HONORABLE MARK CIMINO, New Jersey Tax and Superior Court, Atlantic City, NJ

Law Clerk, August 2016 – August 2017

Researched tax, family law, and foreclosure legal issues; made recommendations to judge on best course of action for cases and issues to pursue further. Drafted orders and opinions in tax cases including matters involving the New Jersey corporate business tax, local property assessment, and New Jersey tax exemptions. Aided in the handling of all aspects of foreclosure matters.

ONONDAGA COUNTY DISTRICT ATTORNEY, Syracuse, NY

Legal Intern, Appeals Division, August 2015 – April 2016

Drafted appellate briefs, assisted in trial preparation, and performed legal research on post-conviction motions, amendments to DWI law regarding ignition interlock devices, and the Sex Offender Registration Act. Negotiated traffic ticket disputes. Argued an appeal in Onondaga County Court seeking to affirm the trial court's decision regarding a defendant's sex offender registration level.

UNITED STATES ATTORNEY FOR THE EASTERN DISTRICT OF NEW YORK, Brooklyn, NY

Legal Intern, Civil Division, May 2015 – August 2015

Wrote legal memoranda and brief sections, drafted deposition outlines, and performed legal research. Drafted an opposition memorandum of law in response to a plaintiff's motion for summary judgment where the District Court ruled in the government's favor. Attended and participated in pre-motion conferences and motion hearings as well as client meetings.

CONNECTICUT ATTORNEY GENERAL, Hartford, CT

Legal Intern, Special Litigation Department, May 2014 – August 2014

Drafted motions, attended oral arguments and client meetings. Wrote legal memoranda on topics including Connecticut false light invasion of privacy. Researched and drafted a memorandum regarding whether Indian Tribes could reapply for federal recognition.

ELIZABETH WARREN FOR MASSACHUSETTS, Beverly, MA

Campaign Field Organizer, September 2012 – November 2012

Managed a field office responsible for implementing the campaign field program in the North Shore. Recruited and supervised local volunteers through training, consulting, and networking. Monitored and improved campaign progress through data collection.

EDUCATION

SYRACUSE UNIVERSITY COLLEGE OF LAW, Syracuse, NY, J.D., May 2016

Honors: Dean's List, Fall 2013; 2016 Mackenzie Hughes Competition Director, Moot Court Honor Society; Associate Member, *Impunity Watch Law Journal*; 2014 CALI Excellence for the Future Award, Legal Writing and Research; Quarterfinalist, Lionel O. Grossman Trial Competition

MAXWELL SCHOOL OF CITIZENSHIP AND PUBLIC AFFAIRS, Syracuse, NY, M.P.A., 2016

THE GEORGE WASHINGTON UNIVERSITY, Washington, D.C. B.A., Political Science, 2012

VINCENT J. AMORUCCIOGreater New York City Area • (212) 951-1953 • www.VincentAmoruccio.com • Vincent.Amoruccio@yahoo.com**SUMMARY**

An innovative Analytics Executive, with extensive experience in Clinical Statistics, Computer Information Systems, Health Informatics and Statistical Programming with a passion for improving public health. An award winning presenter and accomplished leader with experience in financial, operational, and project management, public relations, electronic regulatory submissions, and standards development. Over 14 years experience leading teams that abstract, interpret, and report on retrospective, observational, and longitudinal data. Leverages technical expertise to lead clinical and statistical programming for all forms of descriptive, inferential, and predictive reporting of discrete and continuous outcomes for clinical trials, abstracts, publications, marketing, scientific communication, and health economics outcomes research.

PROFESSIONAL EXPERIENCE**ALEXION PHARMACEUTICALS, INC.**

New Haven, Connecticut

2009 – Present

A global biopharmaceutical company focused on rare diseases with 3,000 employees in 50 countries.

Senior Director, Clinical & Statistical Programming**2015 – Present**

Lead a team of 200 clinical and statistical analysts who perform data abstraction, interpretation, transformation, and analysis of large clinical data sets. Network with colleagues and experts, providing a clinical and statistical programming consultancy and serving as a resource for others by sharing experience within and beyond project team and Biometrics function. Strategically design and resource project teams. Develop and continually review all departmental operational procedures. Plan and manage \$16M budget. Forecast quarter, annual, and multi-year expenses. Negotiate timeframes for clinical and statistical project activities and communicate with all functional areas to ensure programming needs were met with specific regards to study data specifications, resourcing, and deliverables. Provide vision, strategy, and planning to develop programming function capabilities. Promote technical expertise by providing an environment that fosters recognition and development of strong individual contributors, as well as teamwork. Represent Alexion Clinical & Statistical Programming Department to Health Authorities worldwide.

Selected Accomplishments

- Co-directed the analytical team with the Vice President of Biometrics to determine through due diligence efforts the plausibility of a strategic corporate acquisition by the CEO.
- Served as lead programming analyst on project teams leading to multiple submissions to the FDA. The FDA approved the submissions and the company passed the FDA audits.
- Migrated over 1M analysis files into a new analytical environment.

Director, Clinical & Statistical Programming**2012 – 2015**

Lead a team of 150 clinical and statistical analysts. Strategically designed and resourced project teams. Ensured adherence to Good Clinical Practices (GCP), Good Programming Practices (GPP), and any applicable International Conference on Harmonization (ICH) guidelines. Planned and managed \$12M budget. Forecasted quarter, annual, and multi-year expenses. Negotiated timeframes for clinical and statistical project activities and communicated with all functional areas to ensure programming needs were met with specific regards to study data specifications, resourcing, and deliverables. Attended capability presentations and proposal defenses to represent Clinical and Statistical Programming functional component and answer questions.

Selected Accomplishments

- Assessed the state of the programming environment, developed a clear roadmap and then lead strategic planning around development and implementation of an enterprise-wide analytics environment and repository.
- Provided the business justification for a new multi-million dollar Software-as-a-Service (SaaS) and Infrastructure-as-a-Service (IaaS) environment that lead to significant workflow and process efficiencies. Negotiated approximately \$250K in contractual savings.
- Served as lead programming analyst on project teams submitting to the FDA.

Senior Programmer, Clinical Programming**2008**

Served as the lead programmer and provided expert-level statistical programming support and technical leadership. Lead the design, development, and quality control process for multiple international submissions using SAS code used to access, transform, analyze, report and submit data using the CDISC interoperability standard. Created SAS programs to generate tables, listings, and figures from derived datasets in collaboration with analysis plans and departmental programming guidelines.

QUANTICATE**Boston, Massachusetts****2008**

A Clinical Research Organization supporting pharmaceutical, biotechnology, nutritional and medical device companies in all phases of development and across many therapeutic areas with 500 employees around the world.

Senior Statistical Programmer**2008**

Served as the lead programmer and provided expert-level statistical programming support and technical leadership. Lead the design, development, and quality control process for multiple international submissions using SAS code used to access, transform, analyze, report and submit data using the CDISC interoperability standard. Created SAS programs to generate tables, listings, and figures from derived datasets in collaboration with analysis plans and departmental programming guidelines.

AVERION INTERNATIONAL, INC.**Rye, New York****2006 - 2008**

A Clinical Research Organization offering clinical research services to the pharmaceutical, biotechnology, and diagnostics industries with 400 employees in 10 countries.

Senior Statistical Programmer**2007 - 2008**

Served as the lead programmer and provided expert-level statistical programming support and technical leadership. Lead the design, development, and quality control process for multiple international submissions using SAS code used to access, transform, analyze, report and submit data using the CDISC interoperability standard. Created SAS programs to generate tables, listings, and figures from derived datasets in collaboration with analysis plans and departmental programming guidelines.

Statistical Programmer**2006 - 2007**

Created programs to access, transform, analyze, and report data in tables, listings, and figures from derived datasets in collaboration with analysis plans and departmental programming guidelines.

DM-STAT, INC.**Malden, Massachusetts****2003 - 2006**

An Academic Research Organization (ARO) for government agencies and foundations and a Clinical Research Organization (CRO) for the pharmaceutical and medical device industries with 50 employees.

Statistical Programmer Analyst**2003 - 2006**

Created programs to access, transform, analyze, and report data in tables, listings, and figures from derived datasets in collaboration with analysis plans and departmental programming guidelines.

ADJUNCT FACULTY & PART TIME INSTRUCTION EXPERIENCE

Instruct a wide range of mathematical, statistical, and analytical courses to undergraduate and graduate students in multiple disciplines and assist in departmental services. Create curriculum, prepare lectures, monitor progress/attendance, advise students, prepare tests, and record grades.

CDISC, Educational Team**2015 - 2016****LINCOLN COLLEGE OF N.E., Department of Mathematics and Science****2011 - 2013****BOSTON UNIVERSITY, School of Dental Medicine****2005 - 2006****BOSTON UNIVERSITY, School of Public Health****2004 - 2006**

BOARDS AND COMMISSIONS

City of Norwalk Board of Health Commission, 2014 to Present

CDISC Financial Oversight Committee, 2014 to 2016

CDISC Advisory Board/Council, 2012 to 2016

INDUSTRY PRESENTATIONS

SCOPE Summit: *Statistical Programming Demystified (February 2016)* – Invited Speaker for CHI's Clinical Research Statistics for Non-statisticians.

Semi-Annual Clinical Affairs and Regulatory Approvals for Diagnostics Conference: *Staying Abreast of Updated Clinical Data Management Standards (October 2015)* – Q1 Productions – Invited Speaker.

SCOPE Summit: *Doing More, Faster, Better! How CDISC Data Standards Shorten the Clinical Trial Life Cycle Across the Globe (February 2015)* – Invited Speaker for CHI's Electronic Data in Clinical Trials Conference.

South East SAS User Group (SESUG) Conference: *The New Tradition: SAS[®] Clinical Data Integration (October 2014)* – Applications Development Section.

Clinical Data Standards & Transparency Conference: *Going Global – How Data Standards Can Improve the Management of Trial Data Across Borders (July 2014)* – Invited Speaker for CBT Net.

Pharmaceutical SAS User Group (PharmaSUG) Conference: *The New Tradition: SAS[®] Clinical Data Integration (June 2014)* – Applications Development Section.

North East SAS Users Group (NESUG) Conference: *Using SAS[®] Metadata as a Key Performance Indicator (September 2013)* – Invited Speaker for Management and Administration Section.

Clinical Data Analytics: *Using Metadata as a Key Performance Indicator (July 2013)* – Invited Speaker.

Pharmaceutical SAS User Group (PharmaSUG) Conference: *The Y2K17 Bug! Responding to PDMP Requirements through a Metadata System (May 2013)* – Data Standards Section.

Pharmaceutical SAS User Group (PharmaSUG) 2012 Conference: *Could Have, Would Have, Should Have! Adopting Good Programming Standards, Not Practices, to Survive an Audit! (May 2012)* – Best Paper for Industry Basics Section.

Denver SAS User Group: *Could Have, Would Have, Should Have! Adopting Good Programming Standards, Not Practices, to Survive an Audit! (October 2012)*.

SAS User Group 30: *Using Procedure-Based ODS Data Components in Statistical Reporting (March 2005)*

Pharmaceutical SAS User Group 25: *Using Procedure-Based ODS Data Components in Statistical Reporting (June 2005)*

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KENNETH R. LALIME
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Norwalk, Connecticut 06851
203.627.0583 • klalime@gmail.com
www.linkedin.com/in/kenlalime

Healthcare Senior Executive

Strategy & Execution • Clinical Operations • Financial Management

A strategic, accomplished healthcare executive, with a track record of meeting significant organizational challenges, and delivering solutions and results. Over past four years led the start-up and growth of a non-profit health plan. Prior career successes included leading a major organizational turnaround of an independent practice association and leading positive change in two healthcare corporations. Exceptional analytical, organizational, design, communication, motivation, team-building and culture development skills. Offering the strategic vision of a top executive, a deep understanding of the statewide, regional and national healthcare market, and an optimistic, growth-oriented entrepreneurial spirit.

- | | | |
|---------------------------------|--------------------------|-------------------------------|
| • Strategic Planning & Thinking | • P&L Management | • Leadership Development |
| • Change Management | • Operational Excellence | • Product Development/Pricing |
| • Stakeholder Communication | • Executive Presentation | • Talent Acquisition |
| • Driving Cost Reduction | • Managing to Metrics | • Best Practices |
| • Culture Development | • Compliance | • Organizational Development |
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EXPERIENCE

HEALTHYCT, INC., Wallingford, Connecticut

2011-Present

A Member-Driven Non-Profit Health Insurance Company – Provides Connecticut Residents with Comprehensive Health Insurance and Easy Access to Quality Healthcare. A Qualified Health Plan – Sold Products on the Connecticut Health Insurance Exchange as well as Commercial Products throughout the Connecticut market.

Chief Executive Officer (2013-Present)

Oversee the diverse development, implementation and growth of the insurance entity. Led and continuously nurtured relationships with diverse stakeholders, which included employees, Board members, consumer groups, legislators, regulators, employers, brokers and press relationships. Developed the culture of the organization and its successful efforts to partner within the Connecticut market place.

- ***Start-Up Operations/ Organization Growth*** – Led the organization through its startup operations and to success as a thriving entity. Built staff up to 70+. Brought in 15,000+ members through the Connecticut Exchange and an additional 25,000+ insureds through commercial markets, with 40,000+ total members.
- ***Quality/ Customer Satisfaction*** – Obtained National Committee on Quality Assurance (NCQA) accreditation within first two years of operation, recognizing quality of care initiatives. Achieved the lowest Complaint Rate at the State of Connecticut Insurance Department of any company selling health insurance in the state of Connecticut.
- ***Closing of Operations*** – In July 2016, the Connecticut Insurance Commissioner ruled that HealthyCT could not bring in new customers, due in part to the need to pay the federal government \$13.4 million because of technical risk adjustment rules related to the Affordable Care Act. Currently managing the wind-down operations.

Interim Chief Operating Officer (2011-2012)

Responsible for all network development and operations. Helped lead a management team in the infrastructure and licensing aspects of the development efforts. Guided key internal project management and external partnership programs and efforts.

- ***Planning Team*** – Member of the three-person initial planning team which conceived of a non-profit health plan in which physicians had more control. Engaged a consulting firm. Brought in an RFP expert. Worked with actuaries. Became immersed in a rapid research, study and development process, under intense time pressure.
- ***Initial Funding*** – In October of 2011 HCT filed a 300- page application with the federal Department of Health and Human Services. In June of 2012, the organization received a \$76 million loan to become a not for profit issuer of health insurance in the state of Connecticut. Obtained an additional \$50 million of funding in 2014.

CONNECTICUT STATE MEDICAL SOCIETY - IPA, INC. - New Haven, Connecticut 1998-2012
A 7,500-Physician Member Independent Practice Association - Provided Services to the 450,000 Connecticut Members of Health Net for all Commercial and Government (Medicaid and Medicare Advantage) Programs.

Executive Director

Provided strategic vision and operational leadership, serving in the most senior management position within the organization. Reported to the Chairman of the 27-physician Board of Directors. Areas of accountability included management of: Medical Management, Pay for Performance Programs, Contracting, Technology, Network Management, Provider Services, Marketing, Strategic Planning, Quality Data Aggregation Projects, e Business, Financial Management, Data Reporting and a variety of Value Added Services. Recruited into this role due to reputation developed while working with Primergy.

- Led Significant Financial and Operational Turnaround - Recruited into this role at a time of great organizational challenge. The organization was burdened by a poorly structured contract with Physician Health Services which was causing \$10 million in annual losses. The organization's deficit peaked at \$25 million. Analyzed the contract and received the Board's approval to instigate litigation and negotiation. This resulted in successful restructuring of the contract. Instituted additional reforms which returned the organization to financial independence.
- Operations - Established an operational infrastructure which included a proper alignment of people, processes and payment. Developed program management methodologies and implemented them consisted throughout the organization. Created and implemented core strategies based on a rolling 18-month business plan. Continued to drive a spirit of organizational innovation.
- New Model - Launched a successful Patient-Centered Medical Home Model Program which established basis for the subsequent development of Accountable Care Organizations and other population/quality management based models.

THE PHYSICIANS CORPORATION - Hamden, Connecticut 1997-1998
A Connecticut-Based MSO, which Managed the Primary Care Physicians Corporation - an IPA of 400 Physicians

Chief Operating Officer

Provided a full spectrum of IPA & MSO management functions. Reported to the President of the MSO. Negotiated contracts on a risk and non-risk basis. Designed and implemented medical management strategies for the management of risk contracts. Provided oversight of the provider relation and credentialing functions. Maximized return on contracts, leading to a more efficient use of healthcare resources.

- Business Integration - Planned and executed the successful merger of eight physician practices into a 19-physician Multi-Specialty Medical Group Practice.
- Strategic Alliances - Developed and managed strategic relationships with several Hospitals, IPA's and PHO's in the New Haven area.

PRIMERGY - CONNECTICUT BUSINESS DEVELOPMENT - Kingston, New York 1996-1997
Former Physician Management Company

Business Development Manager

Provided expertise in the Hudson Valley, NY, New York City, Connecticut and national markets for implementation of initiatives associated with the management of medical capitation contracts, practice integration strategies, group purchasing organization services and management of injectable pharmaceutical services.

- Skill Development - Developed skills in the management of healthcare risk contracts. Learned how to properly align incentives. Got involved with purchasing groups and contracting services.

NORWALK HOSPITAL - Norwalk, Connecticut 1979-1996
A General Medical and Surgical Hospital

Director of Managed Care (1993-1996)

Managed the negotiation and implementation of contracts with payers. Developed a deep understanding of contract language, including legal terminology. Negotiated from a position of strength, based on an understanding of the details of the hospital's organizational and cost structure.

- Skill Development - Developed an in-depth understanding of the market, and related points of leverage. Educated attorneys about the unique aspects of operating a managed care system. (continued on page three)

Manager of Financial Services (1988-1993)

Over a six-year period, successfully implemented the hospital's cost accounting system. Collaborated with external resources and internal professionals across the entire enterprise.

- *Developed Cost Accounting System* – Played lead role in the research and development of a cost Accounting system. Performed the core research which for the first time in hospital history identified specific labor and other costs associated with the delivery of patient care.
- *Impact of Contracts* – Recognized and quantified the impact of contractual changes on the financial health of the hospital, improving the ability of the hospital to negotiate for pricing and terms.
- *Leadership* – Developed a hospital-wide committee which implemented operational contracts. During this period, integrated approximately 10 major contracts and up to 20 minor contracts.

Information Systems Coordinator (1982-1988)

Collaborated with Arthur Andersen consultants through the process of the design, rollout and improvement of hospital-wide information systems that tied together billing systems and clinical data collection. Served as the key interface with information technology professionals and clinicians.

- *First in the State* – Helped to deliver, manage and improve an online system by which nurses could track and verify medications. This created a perfect audit trail for billing purposes. System was first such in the state of Connecticut.

Satellite Pharmacist - Pharmaceutical Services (1979-1982)

Ran a satellite pharmacy which provided timely, accurate medication to patients in 120 hospital beds. Member of the Clinical Team. Implemented a continuous improvement philosophy in all aspects of the work.

CRANBURY PHARMACY – Norwalk, Connecticut
Family-Owned Retail Pharmacy Business

1985-1995

Co-Owner -- Opened and managed a highly successful small business. Built annual retail sales up to \$1 million, with a staff of up to twelve. Successfully packaged and sold the business to CVS in 1995.

- *Start-Up Operations* – Planned and successfully executed all phases of business start-up. Conducted research. Wrote business plan. Secured funding. Developed strategic vendor alliance. Acquired and renovated a local commercial building. Recruited, trained, managed and motivated staff. Led successful launch.
- *Skill Development* – Developed strong, diverse fundamental business planning and managerial skills, as well as a deep understanding of consumer pharmacy needs. This knowledge became foundational to all future career success.

PUBLICATION

Thomas J. Van Hoof, Michele Kelvey-Albert, Matthew Katz, Ken Lalime, Ken Sacks & Thomas P. Meehan (2014)
Using an Expanded Outcomes Framework and Continuing Education Evidence to Improve Facilitation of Patient-Centered Medical Home Recognition and Transformation, Teaching and Learning in Medicine: An International Journal, 26:1, 27-33,
DOI: 10.1080/10401334.2013.857331. Link: <http://dx.doi.org/10.1080/10401334.2013.857331>

EDUCATION

UNIVERSITY OF CONNECTICUT SCHOOL OF PHARMACY – Storrs, Connecticut
Bachelor of Science, Pharmaceutical Sciences, 1979

ACTIVITIES/COMMUNITY INVOLVEMENT

Commissioner, Board of Health – Norwalk, CT (1992-Present)
Board Member – eHealthCT (2015-Present)
Advisory Board – UConn School of Pharmacy (2013-Present)
Board Member / CEO – HealthyCT, Inc. (2013-Present)
Former Board Member – Connecticut Pharmacy Services Corporation (2010-2014)
Chairman of Finance/Property Committee – St. Philip Roman Catholic Church (2012-Present)
Former Board Member – Norwalk Community Health Center (1998-2002)
Former Adjunct Professor – Norwalk Community/Technical College (1990-1992)

CURRICULUM VITA

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Terry Tavella Quell, PhD, MSN, RN
3 Karen Drive, Norwalk, CT 06851
203-866-6938 (H) 203-451-0366 (C)
terry.quell@gmail.com

ACADEMIC BACKGROUND:

University of Connecticut, Storrs, CT		
Educational Leadership/ Higher Ed Administration	PhD	2005
Western Connecticut State University, Danbury, CT		
Adult Nursing/Education	MSN	1994
Fairfield University, Fairfield, CT		
Nursing	BSN	1979

PROFESSIONAL EXPERIENCE:

Connecticut Nurses' Association, East Berlin, CT		
Nursing Education Consultant	Sept 2016-present	
Fairfield University, Fairfield, CT		
Campus Title IX Compliance Coordinator	2012-2016	
Fairfield University School of Nursing, Fairfield, CT		
Director of Operations	2015-2016	
Assistant Dean for Academic Programs and Undergrad Program Director	2012-2015	
Assistant Dean for Undergraduate and Graduate Program management	2008- 2012	
Assistant Dean and Undergraduate Program Director	2005-2008	
Assistant Dean	2000- 2005	
Assistant to the Dean	1991-2000	
Skills Lab Supervisor	1985-1991	
Educational Resources Inc., Shawnee Mission, KS		
Educational Consultant	2008-2009	
Stamford Hospital, Stamford, CT		
Staff Nurse	1979-1989	

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PROFESSIONAL ORGANIZATIONS:

Connecticut Nurses Association - 1981-Present

Lead Planner - in training, CNA Continuing Education Provider Unit- 2016-Present

Nurse Peer Review Leader - in training, CNA Continuing Ed. Approver Unit- 2016-Present

Governance Committee Chair- 2016-Present

Nurse Peer Reviewer- CNA Continuing Education Committee - 2011-2014

President 2007-2011; President Elect 2006-07

District IV Council – 1996-1998, 2002

District III Program Committee Chair - 1994-96

American Nurses Association - Member, 1981-Present

Delegate 2008-2016

Congressional District Coordinator - District #4, Christopher Shays - 1991-2003

Connecticut League for Nurses - Member - 1997-2016

Sigma Theta Tau International Nursing Honor Society

Mu Chi Chapter, Fairfield University - 1992-Present

Governance Chair and Counselor – 2012-2016

Kappa Alpha Chapter, Western CT State University, 1990-2004

Association of Title IX Administrators (ATIXA) – Member, 2012-2016

National Academic Advising Association (NACADA) – Member, 2009-2015

CONSULTATION/REVIEWER/EDITORIAL POSITIONS:

Reviewer, *Journal of Nursing Economics*, Sewell, NJ, 2012 – Present

Consultant, Faculty Workload, *Texas Tech University Health Sciences Center El Paso*

Gayle Greve Hunt School of Nursing, El Paso, TX, 2015-2016.

Clinical Editor, *American Journal of Nursing*, New York, NY, 2014-2015

Reviewer, Grossman, S. & Valiga, T. 2012. *The New Leadership Challenge: Creating the Future of Nursing*, F. A. Davis. 4th ed.

Reviewer, Schull, P. D., 2011. *Nurse's Drug Handbook*, 6th ed. McGraw Hill.

Nurse Consultant, School Based Health Center, Human Services Council, Norwalk, CT. 2009-2011.

PROFESSIONAL ACTIVITIES:

Norwalk Hospital Board of Trustees Community Health Committee, 2014-Present

Norwalk Board of Health, Norwalk, CT. Board Member. 2007-Present

School Based Health Center Advisory Board, Human Services Council, Norwalk, CT.
Chair, 2010-2016; Board member, 1994-2015

Norwalk Community College, Nursing Advisory Council, Norwalk, CT, 1999-2014

Southwestern AHHC, Fairfield, CT. Board Member, 2003-2009; Vice-President, 2006-2009

Student Nurses Association, Fairfield University – Advisor, 1994-1995, 2005-2007, 2009

Connecticut League for Nursing Educational Articulation Committee, 2001-2006

Department of Children and Families, Southwest Regional Advisory Council, 2002-2003

Little Critters/Helmwood Preschool, Norwalk, Connecticut, Nurse Consultant, 1988-1999

Making the Grade in Connecticut: State Task Force for School Based Health Clinics, 1994-1996

ADMINISTRATIVE EXPERIENCE:

- Oversight of budget, agency and faculty contracts, and professional requirements
- Coordination of on-line DocFinity Database Management project
- Management of SON office and professional staff
- Resource for faculty and adjuncts regarding SON policies and procedures
- Coordination of enrollment management in all programs
- Recruitment and supervision of study abroad for all international nursing programs
- Academic advisement and counseling for undergraduate, adult and graduate nursing students
- Semester course scheduling and registration
- Oversight of the ATI Total Testing Program for student evaluation and NCLEX preparation
- Advisement of transfer and special students from within and outside of the University
- Oversight of evaluation and accreditation
- Implementation of comprehensive nursing recruitment plan and activities
- Editor, School of Nursing Alumni Newsletter and School of Nursing On-line News
- Coordinator, Harlaxton study abroad program for nursing students in England
- Coordinator, School of Nursing marketing
- Project director, Health Promotion Center, Learn and Serve America
- Coordinator of Nursing Continuing Education

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GRANTS AND AWARDS:

Faculty Fellow, 2013 Collegium: A Colloquy on Faith and Intellectual Life, Portland, OR.

Norwalk High School, Alumni Wall of Honor. Honoree, 2010. Norwalk, CT.

Robert E. Appleby School Based Health Center, Volunteer of the Year, 2010. Voluntary Action Center of Mid-Fairfield. Norwalk, CT.

American Association of Colleges of Nursing (AACN), Leadership for Academic Nursing Leadership Program. (2002). Helene Fuld Trust. Washington, DC.

ACADEMIC RESPONSIBILITIES:

NS 330	Global, Community and Public Health clinical, 2008-2016
NS 323	Pediatric Nursing, Community clinical, 2015-2016
NS 332	Transition to Professional Nursing, 2006-2013
NS 321	Leadership and Management, 2009-2012
NS 110	Introduction to Professional Nursing, 2004-2009
NS-506	Leadership for Advanced Nursing Practice, Spring 2000, Spring 2001
NS-505	Health Policy and Informatics, Fall 1998, Fall 1999
NS-505	Health Policy and Nursing Leadership, Fall 1997, Spring 1998, Spring 1999
NS-399	State Board Review, Spring 1992, Fall 1993, Fall 1994, Spring 1995

UNIVERSITY COMMITTEES AND SERVICE

Martin Luther King Celebration Committee 2009-Present
Jail and Bail Special Olympics, Advisor – 2008-2016
Fairfield 2020: Total Student Experience strategic planning task force – 2014-2016
Administrative Technology Committee – 2013-2016
Contingent Part-time faculty Committee – 2013- 2015
Annual President's Retreat – 2010-2015
Academic Advisement Committee – 2008-2015
Case Management Committee – 2007-2015
Integrative Health Sciences Initiative 2012-2013

SCHOOL OF NURSING COMMITTEES

School of Nursing Building Expansion/Renovation Steering Committee, 2013- 2015
Undergraduate Program Committee 1992-2002, Chair, 2011-2015
Graduate Program Committee 1999-2002, 2011-2015
Faculty Organization, 1991-2016

POSTER PRESENTATIONS:

- The History and future of the master's degree in nursing.* Gerard, S.O., Kazer, M. W., Babington, L. and Quell, T. T. AACN Master's Education Conference, Orlando, FL, February, 2013.
- Innovative Curriculum Planning for a Full Semester International Study Abroad Experience.* Quell, T.T., & Campbell, S. H. ATI National Nurse Educator Summit, Las Vegas, NV, April 2010.
- International Study Abroad: Innovative Curriculum Planning for a Full Semester Experience.* Campbell, S. H., & Quell, T.T. Connecticut Nurses Association, Cromwell, CT, Oct 2009.
- Social Support and Job Satisfaction among California Program Directors.* Mintz-Binder, R. D., Fitzpatrick, J. J., Musil, C. M., & Quell, T. T. Joint Southern California Sigma Theta Tau Chapters Nursing Odyssey Conference, October, 2006.
- Job Satisfaction in the Role of the Academic Nursing Dean.* Poster presentation, Drexel University Nursing Education Institute, Providence, RI, June 2006.

PUBLICATIONS:

- Quell, T. T. (2015). Implementing animal-assisted strategies to promote quality of life. In K. Murphy & M. W. Kazer, (Eds.). *Improving the Quality of Life of Older Adults Across Environments of Care*. New York: Springer.
- Quell, T. T. and Pomarico, C. A. (2015). Retention: Nontraditional Students. In M. J. Smith, R. D. Carpenter, J. J. Fitzpatrick, (Eds.). *Encyclopedia of Nursing Education*. New York: Springer.
- Gerard, S. O., Kazer, M. W., Babington, L. and Quell, T. T. (2014). Past, Present, and Future Trends of Master's Education in Nursing. *Journal of Professional Nursing*, 30(4), 326-32.
- Quell, T. T. (2012). Opportunities and Challenges of Growing Old. In J. W. Lange, (Ed). *The Nurse's Role in Promoting Optimal Health of Older Adults: Thriving in the Wisdom Years*. Philadelphia: F.A. Davis.
- Quell, T. T. (2011). President's message: So much to do; so little time...*Connecticut Nursing News*, 84(3), 2.
- Quell, T. T. (2011). President's message: Florence would be Proud! *Connecticut Nursing News*, 84(2), 2.
- Quell, T. T. (2011). President's message: Leadership for the Future. *Connecticut Nursing News*, 84(1), 2.
- Quell, T. T. (2010). President's message: Honoring a Lifetime Achievement in Nursing. *Connecticut Nursing News*, 83(4), 2.
- Quell, T. T. (2010). President's message: Nurses: Remember to Vote! *Connecticut Nursing News*, 83(3), 2.
- Wallace, M., Campbell, S., Grossman, S., Shea, J., Lange, J., and Quell, T. (2008). Integrating Spirituality into the Undergraduate Nursing Curricula. *International Journal of Nursing Education Scholarship*, 5(1).
- Mintz-binder, R., Fitzpatrick, J. J., & Quell, T. T. (2006). Social support and job satisfaction Among California associate degree nursing directors. (Dissertation). Case Western Reserve University.

- Quell, T. T. (2005) Job satisfaction in the role of the academic nursing dean. (Doctoral dissertation, University of Connecticut, 2005). UMI ProQuest Dissertations and Theses, 3180245.
- Quell, T. T. (1994). Middle school students image of nursing as a career choice. (Master's thesis, Western Connecticut State University, 1994). UMI, 31275570.
- Quell, T. T. (1993). Connections with the past: Cherry Ames and the future of nursing in children's literature. *Nursing Connections*, 6(1), 48-52.

PRESENTATIONS:

- Building the Title IX Team: Universities Partnering with Local Law Enforcement and Other Community Agencies.* Inaugural Title IX ExecuSummit, Uncasville, CT, with Lieutenant John Ritchie and Associate Dean William Johnson. July 2016.
- Title IX in the Community: Universities partnering with local law enforcement: 2015 ATIXA/SCOPE Joint National Conference.* Philadelphia, PA, with Sgt. Frank Ficko and Detective Kerry Dalling. September, 2015.
- Title IX and Clergy laws on the college campus.* Annual professional development training, Fairfield Police Department. With Sgt. Frank Ficko. April 2015.
- Leadership for the future of Nursing.* Keynote Address. Fairfield University School of Nursing Pinning and Graduation Ceremony, August, 2014.
- Leadership and Image for the future of Nursing.* Keynote Address. Fairfield University School of Nursing Pinning and Graduation Ceremony, August, 2010.
- The Image of Nursing -- Excellence.* Quell, T. T. Keynote Address, National Nurses Day. St. Vincent's Medical Center. Bridgeport, CT. May, 2010.
- Vision and Leadership for the nursing's future.* Norwalk Community College Pinning Ceremony, Norwalk, CT, May 2009.
- Nursing Leadership for the Future.* Western Connecticut State University Nursing Alumni Day, Danbury, CT, May 2009
- Nursing in Connecticut: A year of transition.* Transition: Changes, Choices and Impact. Connecticut Nurses Association Convention, Farmington, CT. October, 2008.
- The future of Nursing in Connecticut.* Annual Meeting Connecticut Chapter of the American Association of Nurse Attorneys, Meriden, CT, April, 2008.
- The importance of School Nurses in Connecticut Schools.* Address to the State of Connecticut Committees on Public Health and Education, Hartford, CT, March 2008.
- Job Satisfaction in the Role of the Academic Nursing Dean.* Vision to Action: Global Health through Collaboration, 39th Biennial. Sigma Theta Tau, Baltimore, MD, November, 2007.
- Job Satisfaction in the Role of the Academic Nursing Dean.* Executive Development Series, American Association of Colleges of Nursing, Orlando, FL, March, 2007.
- Annual Women's Career Day: Careers in Nursing.* Norwalk High School, Norwalk, CT, February, 2007.
- Leadership in Nursing.* Keynote address, Induction Ceremony, Mu Chi Chapter, Sigma Theta Tau International, Fairfield University, Fairfield, CT, October, 2006.

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COMMUNITY ACTIVITIES:

Norwalk High School Alumni Association, Norwalk, CT

Wall of Honor Committee - 2011-Present, Co-chair, 2015-Present

Member, 2001-present

Mendelssohn Choir of Connecticut; Member, 2006-Present

Norwalk Board of Education - 1991-2001

Chair - 1993-1995, vice chair - 1997, Secretary - 2000-2001

Negotiations Committee 1992-2001; Chair 1993-2001

Norwalk High School, Norwalk, CT

President, Parents for Norwalk High, 2001-2005

Co-chair, Educational Specifications Committee, \$32 million renovation - 2003-2006

Marching Bears Band Inc. Norwalk High School, Norwalk, CT - 1998-2005

Co-Chair, Annual Cavalcade of Bands fundraiser - November 2003-2004

Chaperone and Nurse - 1999-2005

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akassimis@hotmail.com

Purdue Pharma, LLP

Stamford, CT

November 1997 - June 2005

Assistant Director, Sales Technology and Support

Department head for the Information Technology Group – Sales Dept. Provided technical leadership, guidance and support to the company sales force of over 1000 users.

- Managed all assets, help desk, break/fix, rollouts, Software/hardware implementations and training.
- Developed reporting systems to effectively track all processes.
- Create policy for the sales force computing platform.
- Manage and maintain day to day operations for all Sales Force computing systems.
- Project Manager for all software and hardware rollouts to the Sales Force.
 - Developed implementation plan that detailed all tasks, critical paths and required resources.
 - Conducted post implementation meetings to ensure that all objectives were met
- Developed reporting systems to effectively track help desk calls.
- Responsible for hiring, training and yearly performance appraisals for my group.
- Responsibilities included: Determine and track yearly budget; Management of all technical assets worth \$10 million (computers, printers, network equip, cell phones, projectors, etc);
- Directed contract negotiations with various vendors; including DELL, Microsoft, CompuServe, etc...
- Received a Special Achievement award for saving the company over \$80,000 a year by identifying inefficiencies in technology.
- Was a Premier Customer Liaison with Dell Computers. Attended ongoing meetings with Dell technical architects to create the next generation of laptops.
- ITIL Certified; Windows 95, NT & 2000 Certified; A+ Certified; Dell Certified,

Purdue Froderick

Computer Consultant

February 1995 – November 1997

- Managed all Help Desk functions at Norwalk HQ
- Trained all Totowa, NJ employees in Microsoft Office
- Developed Purdue Intranet Site

Self-employed

Computer Consultant

June 1990 – November 1997

United States Postal Service

Supervisor, MIS

White Plains, NY

August 1982 – August 1990

Artie Kassimis
80 Walter Avenue
Norwalk, CT 06851
(203) 981-4402 cell
akassimis@hotmail.com

Education

Life Christian University, Master of Arts, Theology
June 2006

Rhema Bible Training Center, Ministerial Degree
May 1992

Iona College, Associates in Computer Science
June 1982

Certifications

Certified Public Speaker, Coach, and Trainer – August 2017

ITIL Certified – December 2003

DELL Certified – June 2000

Windows 95, NT & 2000 Certified

Ordained Minister, 1992 – w/Rhema Ministerial Association International, Tulsa OK.

Miscellaneous

Commission on Judicial Compensation – Appointed by Senator Bob Duff, January 2017

Norwalk Police Chaplain – Appointed by Mayor Rilling, September 2015

Norwalk Library Board of Trustees – Appointed by Mayor Moccia, January 2010

Treasurer for the Norwalk Association of Evangelicals; 2000-2007

Missions Trips - Lead yearly groups to Guatemala, Honduras, Haiti and the Philippines

Conducted "Town Hall" meetings, with City officials and other State officials to combat teen violence in Norwalk.

References available upon request

Artie Kassimis
80 Walter Avenue
Norwalk, CT 06851
(203) 981-4402 cell
akassimis@hotmail.com

Experience:

Norwalk Board of Education
May 2011 – November 2017

Vice Chairman

Elected as Vice Chairman for 4 terms (2011-2014) with the following accomplishments:

- Successfully fulfilled the position in support to the Chairman.
- Chairman, Curriculum & Instruction Committee (2015-2017)
- Chairman, Facilities Committee (2014-2015)
- Created the position of Athletics Liaison to support and improve our Athletics Dept.
- Created new policies that allowed the Athletics Dept to generate revenue.
- Successfully implemented a new Driver's Ed program in both High Schools.
- School Safety Committee
- Committees:
 - Executive Committee
 - Athletics Liaison
 - Policy Committee
 - School Safety Committee
 - Norwalk Facilities Construction Commissioner

Word Alive Bible Church
Norwalk, CT
January 1995 – Present

Sr. Pastor

- Spiritual leader for over 450 members. Prepare and conduct weekly sermons and bible studies. Communicate and teach on a weekly basis various concepts and themes on spiritual growth.
- Manage and plan yearly revenue and expenses. Present goals and vision of the church, on an annual basis, to the Board of Advisors.
- Responsible for the hiring, development and termination of assistant pastors and teachers.
- Organize church activities including community outreach programs and teenage activity center.
- Conduct leadership seminars and have trained over 500 Pastors.

Personal Resume of CHARLES A. PIRRO, III

Residence: 5 Delaware Avenue, Norwalk, Connecticut, 06851
Business: 5-7 Main Street, P. O. Box 487, Norwalk, Connecticut 06852
Phone: (203) 853-4999

Date of Birth: June 4, 1943

Marital status: Married (M. Antoinette Pirro)
Two children (Carla Smith, 25 and Randie, 22;) two grandchildren

Education:

Legal: Cornell Law School, J.D., June, 1968
Activities: Phi Alpha Delta Fraternity, Intramural Basketball, Law Students' Civil Rights Research Council, Tompkins County Youth Court.

College: Yale University, B.A. (Political Science) June, 1965
Activities: Yale Republican Club (Secretary, 1963-64; Vice President, 1964-64), Yale Political Union, Yale Fishing Club, St. Thomas More (Church) Discussion Group, Intramural Touch Football, Golf, Basketball.

High School: St. Mary High School, Greenwich, Connecticut, 1961
Activities: Russian Club, Chess Club, Dramatics Club Varsity Golf Team, Editor of Yearbook.

Current Employment: Partners, Pirro & Church
5-7 Main Street, Box 487
Norwalk, CT 06852
(203) 853-4999
December 1981 - date

Previous Employment:

Sole practitioner, December 1976 - December 1981

Connecticut Legal Services, Managing Attorney,
January 1969 - December 1976

Clerk, Superior Court, Stamford, CT,
December 1968 - January 1969

Bar Membership:

Connecticut
U.S. District Court, District of Connecticut
U.S. Court of Appeals, Second Circuit

Organizations:

American Bar Association
Connecticut Bar Association
Norwalk-Wilton Bar Association
Advisory Committee to Legal Assistant Program of
Norwalk Community College
Former Member, Board of Directors, Norwalk Economic
Opportunity Now, Incorporated
Former Member, Board of Directors, S. Norwalk Community
Center
Former Member, Board of Directors, Norwalk Branch,
NAACP
Former Member, Board of Directors, Anuk, Incorporated
Former Member, Advisory Board, Pre-Trial Intervention
(Norwalk)
Former Member, Board of Directors, Norwalk Court
Watchers
Former Member, St. Philip Parish Advisory Council

Keith A. Lyon
17 Valley Road
S. Norwalk, CT 06854

D

Keith Lyon was born in 1952 in Newcastle upon Tyne, England. He received his BA (Hons) in History from the University of Leeds, England. He received his MBA in Finance from the University of Chicago Booth School of Business (1976). Mr. Lyon has passed the Series 7, 63 and 79 and is registered with Cadwyn Point Partners LLC. Previously, he passed the Series 65. He has served as a Director on a number of corporate Boards including a State of Connecticut chartered Bank as well as not-for-profit Boards, as a School Trustee and on Homeowners' Association boards. Since 2011 he has served as an alternate on the City of Norwalk's Zoning Board of Appeals.

In 1976, following his graduation from Business School, Mr. Lyon worked as an International Management Trainee for Nestle S.A the Swiss multinational. Initially at the Chicago subsidiary Libby, McNeill & Libby he was a Manager of Budgeting and Analysis transferring to the US finance office in Stamford CT in 1979. He was a member of the team responsible for investing a \$500 million US money market portfolio and associated Swiss Franc hedging strategies. The team also developed and implemented the first US commercial paper program for a European issuer, Nestle Capital Corporation. He was on the US trading desk for both of the investing and issuing activities. Individually, he was also responsible for Sovereign Risk and economic analysis for Latin America preparing semi-annual reports and weekly updates for management in Switzerland. From 1982 to 1983 he was a Division Controller of Nestlé's Brazilian subsidiary in Sao Paulo.

In 1984, following his return to the US he joined First Chicago as Controller of US Banking and leading a staff of 29 was responsible for annual planning and monthly analysis of results and developed an account based planning and reporting model covering 400 accounts. Following completion of the advanced Credit and Corporate Finance training program he worked in the investment banking group assisting in the set-up of the Bank's Euro-commercial paper sales and trading. After which he worked as a banker in the Communications group on financings for a TV station, a radio station, new-build cable company and outdoor advertising. In 1986 he was transferred to the New York office as a Senior Corporate Banker covering multinational companies with marketing responsibility for a broad range of bank products and execution responsibility for debt products.

In 1988, Mr. Lyon joined Duracell as Vice President and Treasurer upon its buyout by Kohlberg, Kravis, Roberts & Co. He had been on First Chicago's team providing senior debt financing. It was his responsibility to establish a worldwide Treasury operation from scratch. In addition to worldwide FX and cash management responsibility he managed \$1.5 billion in corporate debt in a mixture of high yield bonds and senior debt denominated in US dollars and several European currencies. Notable financings included a \$400 million Multiple Option Facility, a \$200 million commercial paper program and a \$70 million synthetic lease for new headquarters. He was an integral member of the team that did the IPO in 1991 and secondary offering in 1992 and



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org

P: 203-854-7891 / F: 203-857-0143

Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

011-A

MEMORANDUM

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

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

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

DATE: November 18, 2019

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

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

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

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

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

Account No. 014030-5258

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

Southport Associates

October 18, 2019

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

Re: Engineering Services-Street Lighting Replacement

Dear Paul,

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

Based on our discussion, we will perform the following:

Scope of Services

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

Additional Services

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

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

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

Fees, Expenses, Terms and Conditions

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

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

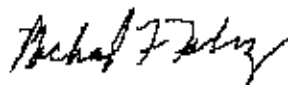
The only reimbursable expenses envisioned shall be for travel, drawing reproductions, drawing scanning and express mailings; these will be billed at 1.1 x cost. No other expenses will be billed unless approved by the Norwalk in advance.

Time to Complete

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

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

Sincerely,
Southport Engineering Associates, PC.



Michael F. Fabrizi, P.E.
President

Attachment — rate sheet /terms

ACCEPTED FOR CITY OF NORWALK
(CLIENT)

BY: _____

TITLE: _____

DATE: _____

Professional Fees and Expenses

As January 1, 2019

I. Professional Fees shall be based on the:

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

Principals: \$235. to \$300.

Senior Project Engineers: \$175. to \$225.

Project Engineers: \$135. to \$175.

Senior Engineers: \$165. to \$220.

Engineers: \$110. to \$165.

Senior Designers: \$145. to \$180.

Designers: \$ 90. to \$150.

Senior Drafters: \$ 85. to \$120.

Drafters: \$ 65. to \$ 95.

Intern Engineers: \$ 40. to \$ 60.

Project Assistants: \$ 35. to \$ 60.

Administrative Staff \$ 35. to \$ 55.

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

II. Expenses shall be at:

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

III. Payment:

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

Standard Terms and Conditions

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

I. RESPONSIBILITIES OF SOUTHPORT

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

II. RESPONSIBILITIES OF CLIENT

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

III. PERIOD OF SERVICE

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

IV. COMPENSATION

- A. All fees for services and reimbursable expenditures will be billed by Southport on a monthly basis and such charges are due upon receipt. If payment is not received by Southport within thirty (30) days, Southport may:
 - i. After giving seven day's written notice, suspend work until payment is received, and/or
 - ii. Add a service charge of one and one-half (1 1/2) percent per month. In the event of any non-payment of any amounts billed and due, Client agrees to pay service charge and all costs of collection, including attorney's fees. Any delay caused by a suspension of work under this paragraph shall not be deemed a breach of this Agreement by Southport.

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

V. MISCELLANEOUS

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

SOLE SOURCE PROCUREMENT REQUEST

Date - November 18, 2019

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

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

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

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

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

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

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

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

Anthony R. Carr, PE, CFM Digitally signed by Anthony R. Carr, PE, CFM
Date: 2019.11.19 10:45:45 -0500

Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☒ Supports

☐ Does not support

This request for a sole source purchase

Signature

Signature

SOLE SOURCE PROCUREMENT

Definition.

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

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

Application.

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

Conditions for Use of Sole Source Procurements.

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

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

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

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

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

Negotiation In Sole Source Procurement.

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



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

MEMORANDUM

TO: Sharon Conners – Purchasing Agent

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

FROM: Paul L. Sotnik, P.E. – Senior Civil Engineer *PLS*

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

DATE: November 18, 2019

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

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

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

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

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

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

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



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

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



June 21, 2019

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

Dear Mayor Rilling:

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

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

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

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

June 21, 2019

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

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

Very truly yours,



Scott Hill, P.E.
2019.06.21
15: 5:17 04'00"

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

Enclosure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Signature pages immediately follow.}

File No.: 102-119-03A

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

WITNESSES:

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

Print Name: _____

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

Print Name: _____

Date: _____

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS: Newington

_____ Date _____

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

My Commission Expires: _____

Notary Public

WITNESSES:

(Lessor)
City of Norwalk _____

Print Name: _____

By _____
Harry W. Rilling
Mayor

Print Name: _____

Date: _____

STATE OF CONNECTICUT)
COUNTY OF _____)

SS: _____
City/Town _____ Date _____

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

My Commission Expires: _____

Notary Public

File No.: 102-119-03A

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

Date: _____

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

Date: _____

Name: _____
Title: _____
State Properties Review Board

APPROVED:

William Tong
ATTORNEY GENERAL

By: _____
Joseph Rubin
Assistant Deputy Attorney General

Date: _____

DATE: 10/1/50
 DRAWN BY: J.C.
 CHECKED BY: J.C.
 DATE: 10/1/50

- ADDITIONAL**
1. CONVEYANCE OF INTEREST IN LANDS, RIGHTS, PRIVILEGES AND EASES, SHALL BE MADE BY DEED.
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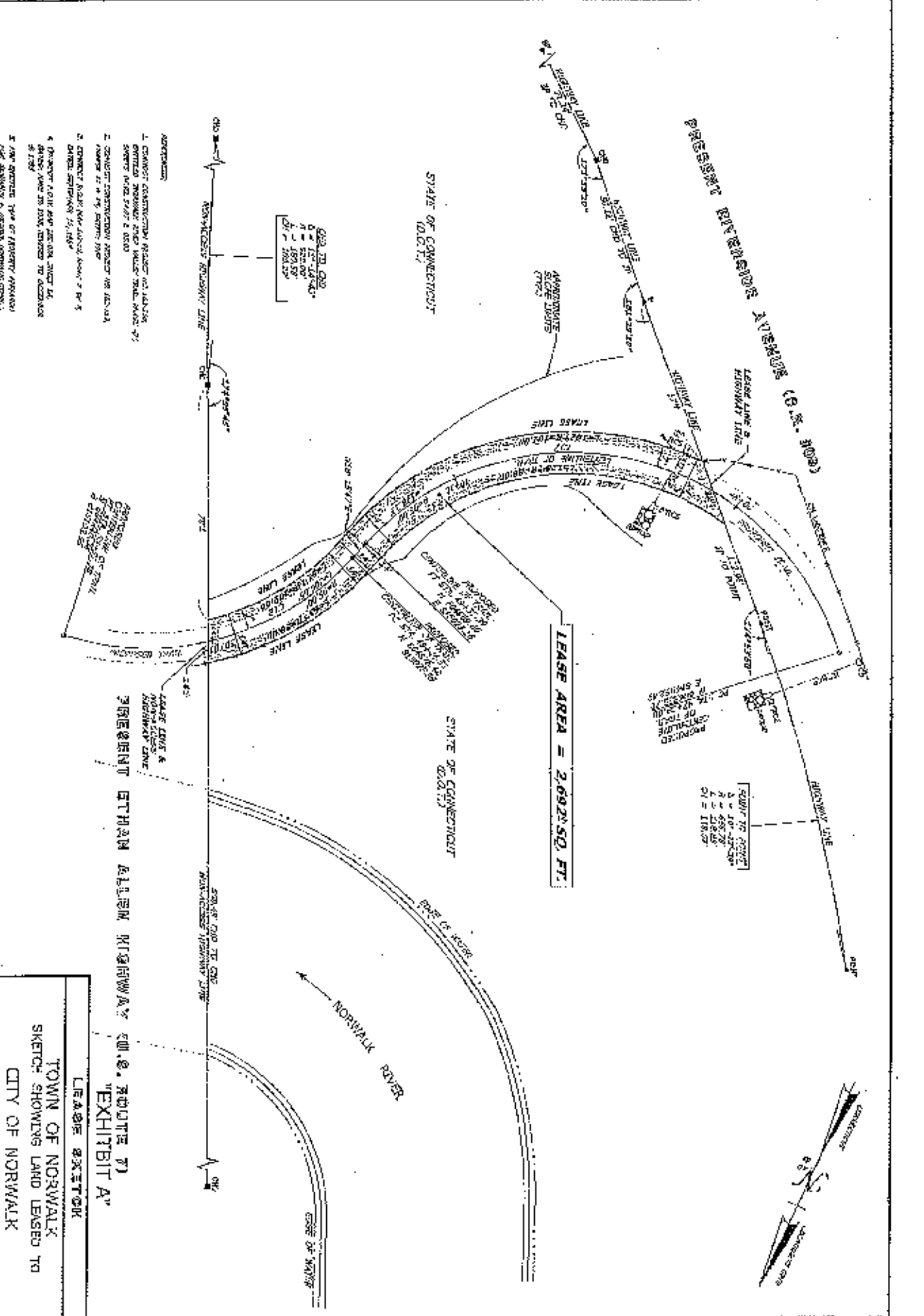
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THE STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 RIVERSIDE AVENUE (S.B. 835)
 (NORWALK RIVER VALLEY TRAIL)
 SCALE 1" = 50'
 MARK D. 10/1/50, P.L.
 SHEET 2 OF 2

TOWN OF NORWALK
 SKETCH SHOWING LAND LEASED TO
 CITY OF NORWALK
 LEASE DISTRICT
 "EXHIBIT A"
 R.D. 10/1/50

EXHIBIT B

STANDARD HIGHWAY LEASE

SPECIFICATIONS & COVENANTS: GOVERNMENTAL

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

April 1, 2019

A. Definitions.

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

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

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

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

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

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

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

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

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

B. Specifications and Covenants.

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

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

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

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

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

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

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

(6) Indemnification.

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

(7) Insurance.

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

- (i) COMMERCIAL GENERAL LIABILITY INSURANCE including Contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of, all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period;
- (ii) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Lease with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If the Lessee does not own an automobile, but one is used in the execution of the Lease, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Lease then automobile coverage is not required.
- (iii) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers all of Lessee's employees at or working from the Premises, which coverage shall include Employer's Liability Insurance with minimum limits of:
 - A. \$100,000 Each Accident (bodily injury by accident);
 - B. \$500,000 Disease - Policy limit (bodily injury by disease); and
 - C. \$100,000 Disease - Each Employee (bodily injury by disease).

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

- (b) All products and completed operations coverage required to be maintained by Lessee and its Contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.
- (c) Notwithstanding any other provision of this section 7 to the contrary, any party required to maintain insurance hereunder shall be deemed to be in compliance with this section 7 even if such party's insurance policy(ies) are not written for amounts specified in subsection 7.(a) above (other than worker's compensation insurance), provided said party carries Umbrella Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella Liability insurance follow(s) the form of said party's primary coverages.

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

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

- (l) The State shall have the right to review and revise the insurance requirements applicable to Lessee and its Contractors during the Term of this Lease, including any Extension Terms, and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the State reasonably deems to be prudent, in its sole discretion under the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.
- (m) Unless requested otherwise by the State, Lessee, its Contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any State Indemnified Parties, unless, and then only if and when, approved in writing by the State, which approval may be withheld in its sole and absolute discretion. Lessee shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
- (n) The failure of the State, at any time or from time to time, to enforce the provisions of this section 7 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of Lessee to indemnify, defend and hold and save harmless the State or the State Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by Lessee or its Contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Lease or other contracts.
- (o) Lessee shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.
- (p) The provisions of this section 7, shall be incorporated and made a part of each contract or other agreement which Lessee enters into under or in connection with this Lease or the Premises with any third party (which shall include a Contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the Premises) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any Contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this section 7, Lessee may request the State to approve different levels and/or types of coverage for such Contractor. The State may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.
- (q) The provisions of this section 7 shall survive the expiration or earlier termination of this Lease, as the same may be extended and in any holdover period.

(8) Inspection. Lessor and, if appropriate, the Federal Highway Administration, shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. Lessor shall notify Lessee by letter of its intention, stating the time when such work is to be performed. However, if any emergency arises, a telephone call from an authorized representative of Lessor shall suffice. Lessee agrees that upon being notified by Lessor, Lessee shall take steps, as necessary, to have the Premises closed to all persons and cleared of all vehicles.

(9) Appearance. Lessee agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by Lessor, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to the written approval of an authorized representative of the State. If Lessee elects to utilize the former course of action, the work shall be completed in accordance with a planting schedule approved by an authorized representative of the State.

(10) Signage. Lessee shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Lease, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from an authorized representative of Lessor.

(11) Site Improvements & Encroachment Permit.

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

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

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

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

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

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

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

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

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

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

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

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

(a) CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities," dated March 3, 2009, as may be amended from time to time, a copy of which is attached hereto and made a part hereof; and

(b) the policies enumerated in "Connecticut Department of Transportation Policy Statement, Policy No. F&A-10, SUBJECT: Code of Ethics Policy," updated to 2014, a copy of which is attached hereto and made a part hereof.

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

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

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

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

(ii) When Lessee is to receive such notice:

SEE PAGE 2 OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

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

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

STATE

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

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

THE TITLE VI CONTRACTOR ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

1. General:

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

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

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

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

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

2. Equal Employment Opportunity Policy:

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

3. Equal Employment Opportunity Officer:

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

4. **Dissemination of Policy:**

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

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

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

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

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

5. **Recruitment:**

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

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

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

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

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

6. Personnel Actions:

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

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

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

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

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

7. Training and Promotion:

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

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

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

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

8.

Unions:

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

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

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

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

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

9. **Subcontracting:**

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

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

10. **Records and Reports:**

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

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

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

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

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

11. **Affirmative Action Plan**

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



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Training for DOT Employees

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

Important Ethics Reference Materials

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

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

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


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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

December 2, 2019



Michael M. Yeosock, PE, DWre, GISP, EnvSP, STP
Assistant Director of Transportation
Norwalk, CT Department of Transportation, Mobility and Parking
125 East Avenue
Norwalk, CT 06851

Re: West Avenue Local Road Accident Reduction Program Project Proposal

Dear Mr. Yeosock,

As requested, we are providing the attached scope of work proposal for the referenced project. This project was discussed during the project kickoff meeting on November 13, 2019 which was held subsequent to VHB being awarded the On-Call Services work from the City.

The scope of work has been agreed upon with our recent conference call this week finalizing the City's expectations and VHB's scope of work.

Thank you for your consideration of this submittal. If you have any questions or require additional information, please do not hesitate to call me at 203-482-0956 or via email at jbalskus@vhb.com.

Very Truly Yours,

VANASSE HANGEN BRUSTLIN, INC.

A handwritten signature in black ink that reads "Joseph C. Balskus".

Joseph C. Balskus, P.E., PTOE
Director of Transportation Systems

Enclosures: Attachment A Scope of Work/Fee

Engineers | Scientists | Planners | Designers

100 Great Meadow Road
Waterfield, Connecticut 06109
P 860.807.4300
F 860.372.4570

ATTACHMENT 'A'

SCOPE OF SERVICES

12/2/19

The City of Norwalk intends to expand the existing adaptive traffic control signal system along West Avenue further north to include the following seven intersections:

1. West Avenue/Maple Street/Orchard Street
2. West Avenue/Merwin Street/Arch Street
3. West Avenue/Chapel Street
4. West Avenue/Berkeley Street/Leonard Street
5. West Avenue/Mott Avenue/Wall Street/Belden Avenue
6. Belden Avenue/Burnell Blvd.
7. Belden Avenue/Byington Place/Cross Street

VHB has previously designed five (5) of the West Avenue traffic signals and will utilize those plans in the scope of work efforts. The City will provide the electronic files for the Belden/Byington/Cross Street and West/Matt/Wall intersections.

Additionally, the City intends to change the pedestrian phasing at each of the above intersections to concurrent pedestrian phasing with a Leading Pedestrian Interval (LPI).

Under this proposal, VHB will provide engineering design services to assist the City in identifying the necessary equipment upgrades and prepare construction plans, specifications, and estimate (PS&E) for implementing these improvements.

The project construction is funded with a CTDOT Local Road Accident Reduction Program (LRARP) funding and will be subject to typical LRARP design document and submission requirements. It is understood that the project LRARP funding will provide SynchroGreen licenses for the project intersections.

VHB will provide the following services under this scope of work:

TASK 1: PEDESTRIAN PHASING INVESTIGATION

VHB has completed a cursory review of the existing signal plans to identify potential issues associated with changing each intersection to concurrent pedestrian phasing with LPI. A summary of VHB's preliminary findings are described below. Under this task, VHB shall complete a more thorough review of existing conditions to assess the impacts and requirements of converting the project intersections to concurrent pedestrian phasing with LPI. VHB shall also conduct a field visit to evaluate whether the locations of existing pedestrian push buttons comply with ADA requirements (excluding ramps), or whether installation of new pedestals may be required for appropriate push button placement.

VHB will then attend a meeting with City staff to discuss the findings and provide recommendations for traffic signal equipment upgrades and operational changes at each location. At this meeting, VHB and City staff will collaborate to determine the proposed improvements to be implemented at each intersection.

Preliminary Comments on Change to Concurrent Pedestrian Phasing with LPI



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December 2, 2019
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All Locations

The City intends to install LED blackout signs on each approach to provide combination "No Turn On Red" / "Turning Vehicles Yield to Pedestrians" displays. These signs would typically be installed on the mast arm next to the right signal head, which would increase loading on the existing mast arms. Therefore, installation of these signs would require a structural analysis to evaluate whether the existing mast arms can accommodate an increase in loading which is beyond the scope of work for this proposal. Therefore, if the mast arms cannot accommodate an increase in loading, then an alternative method for installing these signs will be needed, such as mounting the signs on the mast arm shaft or pedestals.

West Avenue/Maple Street/Orchard Street

This intersection currently provides protected/permitted left-turn phasing for the northbound and westbound approaches. LPI should not be implemented at an intersection with a leading protected/permitted left-turn phase. Therefore, this intersection will be considered for concurrent pedestrian phasing without LPI.

West Avenue/Merwin Street/Arch Street

There is no need to change the left-turn phasing at this intersection to accommodate concurrent pedestrian phasing with LPI.

West Avenue/Chapel Street

West Avenue/Berkeley Street/Leonard Street

These intersections both have a Southbound leading left-turn phase (protected/permitted). There is no exclusive left-turn lane at either location, so protected/prohibited left-turn phasing is not an option. Therefore, this intersection will be considered for concurrent pedestrian phasing without LPI.

West Avenue/Mott Avenue/Wall Street/Belden Avenue

There is no need to change the left-turn phasing at this intersection to accommodate concurrent pedestrian phasing with LPI.

Belden Avenue/Burnell Blvd.

Concurrent pedestrian phasing may not be advisable at this location due to the dual left-turn lanes on Burnell Boulevard. Consideration will be given to maintaining the existing exclusive pedestrian phasing and adding an overlap pedestrian phase for crossing Burnell Boulevard during the Belden Avenue vehicular phase.

Belden Avenue/Byington Place/Cross Street

There is currently lead/lag left-turn phasing on Belden Avenue, which precludes efficient operating conditions with LPI. Traffic operations should be reviewed to determine whether the left-turn phasing should be changed to accommodate LPI. If analysis of the traffic operations indicates that the left-turn phasing should not be changed, then concurrent pedestrian phasing without LPI will be considered.

VHB will prepare a technical memorandum summarizing the Task 1 efforts and provide recommendations for review and approval by the City prior to moving to Task 2.

TASK 2: SEMI-FINAL DESIGN



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December 2, 2019
Page 3

Given that the changes to the signal plans are minor in nature and involve mostly phasing and limited equipment changes, VHB assumes that a Preliminary Design phase is not necessary. VHB shall begin work on the Semi-Final Design task once the proposed modifications to accommodate the change to concurrent pedestrian phasing with LPI have been determined under Task 1.

This proposal assumes that the proposed equipment upgrades will include replacement of existing controllers, installation of pedestrian push buttons, and LED blankout signs. Design for installation of new pedestrian pedestals and foundations may also be included if the City provides information on underground utilities. Structural analysis of existing mast arms and/or installation of new mast arms/span poles is excluded.

VHB shall provide the following services under this task:

- 2.1 The City will provide Synchro networks and peak hour traffic volume data for the entire West Avenue corridor, including the intersections comprising the existing Adaptive Traffic Control System and the seven project intersections that will be added to the system. VHB shall use these files to identify any potential capacity issues and develop optimized time-of-day timing plans (Cycle/splits/offsets) for up to four periods (e.g. weekday morning peak, weekday afternoon peak, Saturday midday peak, and off-peak) at the seven project intersections. These time-of-day timing plans will be used as backup timings for the adaptive system.
- 2.2 The City will provide updated digital copies of the existing signal plans in AutoCAD format for six of the project intersections. For these intersections, VHB shall modify the existing AutoCAD files to reflect the proposed traffic signal equipment upgrades and changes to signal phasing and timing settings. The City will provide the remaining traffic signal plan (West Avenue at Mott Avenue) in PDF format. VHB shall edit this existing PDF record plan by referencing it into AutoCAD. VHB shall draft a new border to depict the proposed signal phasing and timing settings. Proposed equipment upgrades will be shown by adding notes to the existing PDF plan view. This task does not include drafting a new plan view of the intersection.
- 2.3 VHB shall prepare a Semi-Final Design plan set including Title Sheet, revised traffic control signal plans, and City and CTDOT standard detail sheets.
- 2.4 The City will provide City standard specifications for controllers, pedestrian push buttons, and LED blank out signs. VHB shall develop other special provisions needed for non-standard construction items, such as system integration (limited to reprogramming controllers and ATMS integration) and prepare project specifications.
- 2.5 VHB shall prepare a quantity takeoff and construction cost estimate for the proposed work. This cost estimate shall utilize recent CTDOT bid pricing information supplemented by data from recent VHB projects.
- 2.6 VHB shall submit Semi-Final Design plans, specifications, and estimate to the City and CTDOT for review.

TASK 3: FINAL DESIGN



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December 2, 2019
Page 4

- 3.1 VHB shall incorporate City and CTDOT comments on the Semi-Final Design submittal and submit Final Design documents (plans, specifications, and estimate) to the City for review.
- 3.2 VHB shall submit the Final Design Traffic Control signal plans and traffic signal applications to the Office of the State Traffic Administration (OSTA) for review. VHB shall address review comments from OSTA and resubmit final signal plans to OSTA for review and approval.
- 3.3 VHB shall prepare a submit final Construction plans, project specifications, and estimate (PS&E) to the City for use in bidding the project in accordance with CTDOT requirements. VHB will also submit a bid quantity calculation sheet with a list of construction items. The City will provide City standard front-end documents, and VHB will assist the City in compiling the final bid package.

SERVICES NOT INCLUDED

This Scope of Services is inclusive only of those tasks specifically described within this document. The following services are not anticipated and, therefore, not included in this scope.

- Field survey or utility research
- Design of traffic signal mast arms or span poles
- Structural analysis of existing mast arm structures
- Review of pedestrian ramps for ADA compliance
- Public outreach or attendance at meetings beyond those specified in this agreement
- Traffic data collection
- Bid phase or construction phase services

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule to complete the additional services.

COMPENSATION

VHB will perform the Scope of Services contained in this agreement on a lump sum basis. The lump sum fee for performing the Scope of Services outlined in this proposal is **\$30,000**.



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

MEMORANDUM

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

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

AUTHORIZATION:

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

Account #'s:

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

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

Account #'s:

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

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

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

Project Number: DRG2019-1

Project Name: CLEAN EXISTING DRAINAGE SYSTEM AT VARIOUS LOCATIONS

Item	Number	Description	Quantity	Unit	Apparent Low Bidder			Second Bidder			Third Bidder			Engineer's Estimate		
					Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
	0204401 A	WATER HANDLING (SITE NO. 1)	1.00	LS	\$15,000.00	\$15,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$5,000.00	\$5,000.00	
	0204402 A	WATER HANDLING (SITE NO. 2)	1.00	LS	\$32,000.00	\$32,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$5,000.00	\$5,000.00	
	0204403 A	WATER HANDLING (SITE NO. 3)	1.00	LS	\$34,000.00	\$34,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$5,000.00	\$5,000.00	
	0204404 A	WATER HANDLING (SITE NO. 4)	1.00	LS	\$5,000.00	\$5,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$5,000.00	\$5,000.00	
	0204405 A	WATER HANDLING (SITE NO. 5)	1.00	LS	\$17,000.00	\$17,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$5,000.00	\$5,000.00	
	0204406 A	WATER HANDLING (SITE NO. 6)	1.00	LS	\$13,000.00	\$13,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$5,000.00	\$5,000.00	
	0210820	WATER POLLUTION CONTROL	1.00	ALLOW	\$20,000.00	\$20,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$20,000.00	\$20,000.00	
	0653001	CLEAN EXISTING CATCH BASIN	35.00	EA	\$550.00	\$19,250.00		\$0.00	\$0.00		\$0.00	\$0.00		\$210.00	\$7,350.00	
	0653010	CLEAN EXISTING MANHOLE	20.00	EA	\$550.00	\$11,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$210.00	\$4,200.00	
	0653103 A	STORM DRAIN HEAVY HYDRAULIC CLEANING & ROOT REMOVAL 12" TO 24" DIAMETER	2145.00	LF	\$36.00	\$77,220.00		\$0.00	\$0.00		\$0.00	\$0.00		\$10.00	\$21,450.00	
	0653104 A	STORM DRAIN HEAVY CLEANING & ROOT REMOVAL GREATER THAN 24" LF TO 48" DIAMETER	2256.00	LF	\$41.00	\$92,736.00		\$0.00	\$0.00		\$0.00	\$0.00		\$12.00	\$27,072.00	
	0653105 A	STORM DRAIN HEAVY HYDRAULIC CLEANING & ROOT REMOVAL GREATER THAN 48" DIAMETER	856.00	LF	\$46.00	\$39,296.00		\$0.00	\$0.00		\$0.00	\$0.00		\$15.00	\$12,840.00	
	0653910	TELEVISION EXISTING STORM DRAIN CONDUITS	5255.00	LF	\$16.00	\$84,080.00		\$0.00	\$0.00		\$0.00	\$0.00		\$10.00	\$52,550.00	
	0970004	TRAFFIC PERSON	1.00	ALLOW	\$20,000.00	\$20,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$20,000.00	\$20,000.00	
	0971002	MAINTENANCE AND PROTECTION OF TRAFFIC	6.00	EA	\$2,500.00	\$15,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$1,000.00	\$6,000.00	
	0975005	MOBILIZATION (MAX 3% OF BID)	6.00	EA	\$1,000.00	\$6,000.00		\$0.00	\$0.00		\$0.00	\$0.00		\$3,000.00	\$18,000.00	
						\$468,800.00		\$0.00	\$0.00		\$0.00	\$0.00			\$219,432.00	

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

Second Bidder = N/A

Third Bidder = N/A



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

To: Members of the Common Council

From: Chris Torre, Superintendent of Operations

CC: Anthony Carr, Director of Public Works

Date: November 27, 2019

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

Resolution:

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

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

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.783.8885
www.gengras.com



Quote Number: 121010011

CONTRACT NO: 18PSX0181

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

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

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

Aftermarket Accessories

2020 Ford Fusion Plug In Hybrid

10/10/2019

Vendor / Manufacturer	Hours	Description	List Price
1	0.0		\$ -
2	0.0		\$ -
3	0.0		\$ -
4	0.0		\$ -
5	0.0		\$ -
6	0.0		\$ -
7	0.0		\$ -
8	0.0		\$ -
Total Hours	0.0		
Total Aftermarket Options (list price)			\$ -
Total Aftermarket Options Discount (20%)			\$ -
Total Hours x \$130 / hour rate			\$ -
Total Net Aftermarket Options plus Total Labor			\$ -
Trade Allowance			
Year	Make	VIN	Allowance
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Trade In Allowance			\$ -
Additional fees / Charges			
Dealer Conveyance Fee (\$599.00)			\$ -
Registration Fee			\$ -
DMV Inspection Fee (as required)			\$ -
Total Additional Fees			\$ -
Total (per unit)			\$ 30,095.36
Grand Total (all)			\$ 60,191.72
Comments:			
Factory ordered cars. Estimated order to delivery lead time is late February on an order placed this week.			
Customer:		City of Norwalk	
FIN Code:		Q0243	
VIN:			
Quantity	2		

VII. B



November 18, 2019

Alan Lo
Land Use and Building Management
City of Norwalk
125 East Ave
Norwalk, CT 06851

Re: Bid Award for Mill Hill Town House Mortar Repair/Repainting

Dear Mr. Lai, Chairman Livingston, and members of the Land Use Committee:

In 2019, the Historical Commission hired BCA Associates to develop specifications and plans to repair and repaint the failing mortar on the exterior of the Town House at Mill Hill Historic Park. Those plans were put out to bid and nine responses were received. The low bidder withdrew from consideration because they did not meet the required experience for lime-based mortar projects.

The second lowest bidder, Alden Bailey Restoration Corporation, satisfies all of the bid requirements and we recommend accepting their bid in the amount of \$138,410.

We are asking the Land Use Committee to approve and refer the following actions to the Common Council. The recommended action is:

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH ALDEN BAILEY RESTORATION CORPORATION FOR THE TOWN HOUSE AT MILL HILL HISTORIC PARK, IN THE AMOUNT NOT TO EXCEED \$138,410. FUNDING FROM ACCOUNTS 09186310 5777 C0521, 09196310 5777 C0521, & 09206310 5777 C0521.

AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON THE CONTRACT NOT TO EXCEED \$14,000. FUNDING FROM ACCOUNTS 09186310 5777 C0521, 09196310 5777 C0521, & 09206310 5777 C0521.

As all of the Mill Hill Historic Park buildings are listed on the National Register of Historic Places, we are following the *Secretary of the Department of Interior's Guidelines for Historic Preservation* in this project.

Thank you for your consideration and support.

Sincerely yours,

Suzanne Betts
Chairman

Attachment

125 East Avenue, Norwalk, Connecticut 06851

September 18, 2019

**NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY #3956
Mortar Repointing of Town House at Mill Hill Historic Park**

Thank you for your response to our Request for Bid submissions. The following is a summary of the submitted bids for this solicitation process.

Vendor	Total Lump Sum Price	Alt-1 B06A – Alternate to B06: Replace Cracked Brick (approximate count 280)	Alt-2 GR04 – Alternate to GR03: Reset all displaced granite units, remove metal railing for repairs. (6 units)	Total Lump Sum Price + Alt-1 + Alt-2 =
Aegis Restaura, LLC	\$118,000.00	\$16,800.00	\$12,000.00	\$146,800.00
Alden Bailey Restoration Corp	\$132,810.00	\$1,980.00	\$3,620.00	\$138,410.00
A.V. Tuchy, Inc.	\$167,650.00	\$1,610.00	\$3,900.00	\$173,160.00
Frank Capasso&Sons, Inc.	\$228,600.00	\$12,550.00	\$12,600.00	\$253,750.00
Giacorp Contracting Inc	\$207,450.00	\$14,300.00	\$5,750.00	\$227,500.00
CD Masonry Restoration	\$144,943.00	\$7,560.00	\$3,400.00	\$155,903.00
Summit Masonry & Building Restoration	\$243,400.00	\$17,000.00	\$3,500.00	\$263,900.00
SIBA CONTRACTING CORP	\$199,000.00	\$9,800.00	\$3,500.00	\$212,300.00
McCormack Masonry & Construction	\$92,000.00	\$5,600.00	\$7,000.00	\$104,600.00



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
NFCC

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE: JEFFERSON ELEMENTARY SCHOOL – RENOVATE-AS-NEW CONSTRUCTION
MANAGER

DATE: NOVEMBER 26, 2019

The Board of Education at their April 23, 2019 regular meeting voted to recommend the re-allocation of previously approved funding to supplement the budget shortfall for three school construction projects: New Columbus at Ely, Jefferson Renovate-as-New, and Norwalk Global Academy. Subsequent to Common Council approval of the recommended special appropriation, the City moved forward by submitting a grant application to the State Office of School Construction Grants and Review (OSGCR) in June of this year for Jefferson School. The total capital budget fund available for this project is \$33,335,000.

The Jefferson Elementary School Renovate-as-New project, part of the BOE's plan to address the 900 elementary seat shortage, is scheduled to include the infill of the lower portion of the building (now the driveway) to provide Pre-K classrooms, relocation of the administration offices to the lower level, the addition of a gymnasium to separate the gym from the cafeteria, mechanical upgrades for energy efficiency, bus and vehicle circulation improvements, the removal of the portable classrooms and an overall renovation to the building to bring it to a 20 year standard as per requirements of a State Renovate-as-New grant application.

Recently, the City hired Antinozzi Associates to provide architectural services for the project. As the architects proceed with the preliminary design phase, the City issued a Request for Qualification/Proposals (RFP/P) for Construction Management Services. These services include pre-construction phase services to assist the design team in the development of plans and specifications, cost estimating services, value engineering services, project phasing and project scheduling. Following the completion of the pre-construction phase, the Construction Management, in collaboration with City Purchasing Department, will advertise the project for bids by construction trade contractors. Thereafter, the Construction Manager will assemble the trade contractors' costs together with other construction related costs to arrive at a

Guaranteed Maximum Price (GMP) which will be submitted to the Common Council for approval.

In response to the RFQ/P for construction management services, the City received a total of nine responses. An interview committee was created, consisting of Alan Lo, Sharon Conners, Bill Hodel, Tom Hamilton, and Councilman David Heuvelman. The Committee conducted interviews with the three shortlisted firms: Rizzo Corporation, Shawmut Design & Construction, and Newfield Construction Inc. After the interviews, the Committee recommended the hiring of Newfield Construction Inc. as the most responsible, responsive respondent. Newfield Construction had successfully completed three Norwalk school projects from 2005 to 2007. In 2013, they completed the Norwalk Fire Headquarters. Currently, they are managing the Ponus Ridge School renovation and addition project and they proposed to utilize the same project team for Jefferson School.

Jefferson Elementary - Renovate as New - CM Cost Responses				
Firm	Preconstruction Phase Services	CM Fee	General Conditions	Contingency Fee
Newfield Construction Inc.	\$86,550	1.20%	\$1,133,389	1.50%
Rizzo Corporation	\$136,865	1.75%	\$1,129,578	3%
Shawmut Design & Construction	\$82,000	1.40%	\$1,568,258	2.50%

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Jefferson Elementary School – Renovate-As-New Project. Terms of the agreement shall include the following:

- Pre-Construction Phase Services (including reimbursable allowance) for \$86,550
- CM Fees (% of total trade bids) at 1.20%
- CM Contingency (% of total trade bids) at 1.50%.

Following the trade contractors' bidding process, a Guaranteed Maximum Price (GMP) will be submitted to the Common Council for approval. Acct. #09195010 5777 C0619 & Acct. #09205010 5777 C0619



Newfield
CONSTRUCTION
EXPERIENCE. WE BUILD ON IT.

225 Newfield Avenue
Hartford, CT 06106
860-953-1477
Fax 860-953-1712
newfieldconstruction.com

November 13, 2019

Carleen Megaro, Buyer
City of Norwalk Purchasing Department
125 East Avenue, Room 202
Norwalk, CT 06856-5125

RE: Request for Proposal to provide Construction Management Services for Jefferson Elementary School – Renovate-as-New State Project No. 103-0251

Dear Ms. Megaro

On behalf of Newfield Construction, it is with pleasure that we submit our qualifications to provide construction management services for the above referenced project. We look forward to the opportunity to continue working with the City, the building committee, the various consultants and the school community to help shape this vision and make it a reality.

As a leading provider of construction services to public school clients for over 50 years, we understand that the success of each and every project starts during the planning and preconstruction phase. As the process continues, one of the most important decisions is the selection of the right construction manager to complement your team.

Therefore, we have selected the "Best Team" of school construction experts lead by **Stephen Buccheri, LEED AP, Project Executive** and supported by **Michael D'Angelo, Project Manager, Steve Khare, Superintendent** and **Patrick O'Loughlin, Project Engineer**. Our proposed team extensive experience working together and have completed several projects similar in nature to the Jefferson Elementary School project.

Mr. Buccheri will be assisted during preconstruction by **Joanne Cotoia, Director of Estimating** and our team of estimating professionals. Our preconstruction team has worked with many municipal/public school clients and assisted the team in the navigation of the CT DAS Office of School Construction Grants and Review process. We ask that you refer to the following differentiators as you evaluate our response.

- **An Integrated Team** – Our proposed group of local school construction experts will provide added value to your existing team.
- **Strong Preconstruction Resources** – with benchmarking tools, public school focused estimators, MEP specialists, constructability review process, pre-planning and other services all aimed at producing and maintaining a credible budget that incorporates all of the City's goals.
- **In Depth Knowledge of State and Local Requirements** – We have completed numerous school projects in the State of Connecticut and coordinated with the various agencies necessary for a successful project including **CT Guidelines for High Performance Buildings**.
- **Cost and Schedule Accuracy** – We have a track record of completing projects we undertake on time and within budget constraints, while maximizing the use of the funds allocated.



**Newfield
CONSTRUCTION**
EXPERIENCE. WE BUILD ON IT.

Contact Information:

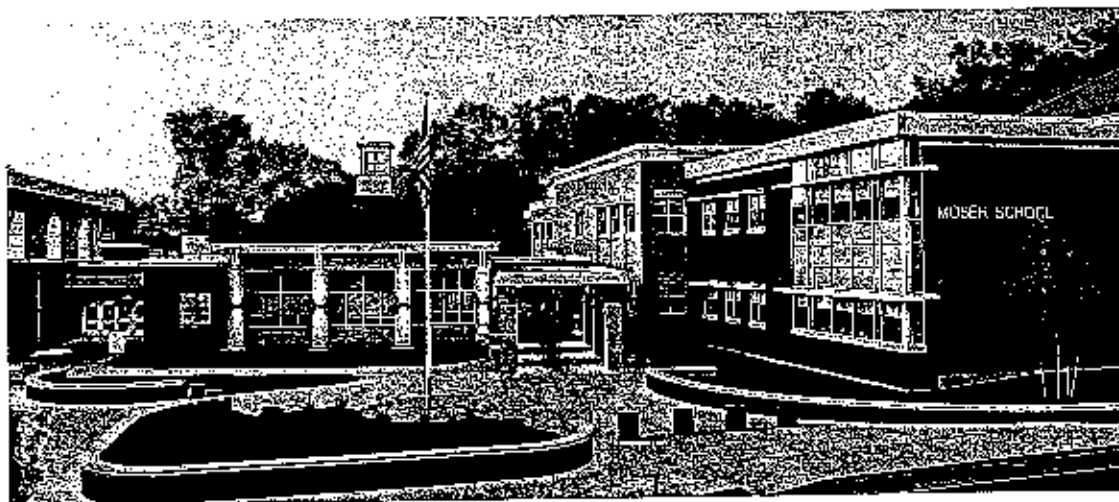
Robert Daddona, Jr.
Vice President
Business Development

225 Newfield Avenue
Hartford, CT 06106
Phone: (860) 509-3024
Fax: (860) 953-1712

RobertDaddona@
newfieldconstruction.com

Website Address:
newfieldconstruction.com

EXECUTIVE SUMMARY



Incorporated in the State of Connecticut in 1969, Newfield Construction is a privately held business providing construction services to clients throughout Connecticut and the Northeast. The company prides itself on historical excellence, a keen attention to service, excellent communication skills and a solid reputation within the industry. The Newfield workforce is comprised of accomplished estimators, professional builders and various support staff that have successfully tackled complicated projects. We are a proactive organization that continually seeks out clients and projects that both challenge and inspire us to be the best of the best. We have been providing Preconstruction Consulting, Estimating, Construction Management, General Contracting and Design/Build services to both public and private clients throughout the region for more than 50 years.

PHILOSOPHY

Newfield Construction has successfully grown into one of the Northeast's leading construction services providers by putting the client first. We take pride in the fact that we strive to work together with our clients to develop a plan to achieve their building goals. Newfield Construction will fulfill the needs of your project by utilizing a vast variety of processes including; Value Engineering/ Value Management, development of multiple phasing plans, project specific safety plans and participation in weekly meetings to keep all vested parties up to date on all aspects of the project.

PROJECT APPROACH

We have proposed a team of knowledgeable and experienced construction experts to compliment and assist the City of Norwalk on this challenging project. Each individual brings certain strengths that will prove invaluable as the planning continues for this building program. The Newfield team is available and committed to the success of your project.



**Newfield
CONSTRUCTION**

EXPERIENCE. WE BUILD ON IT.

NEWFIELD CONSTRUCTION - KEY FACTS

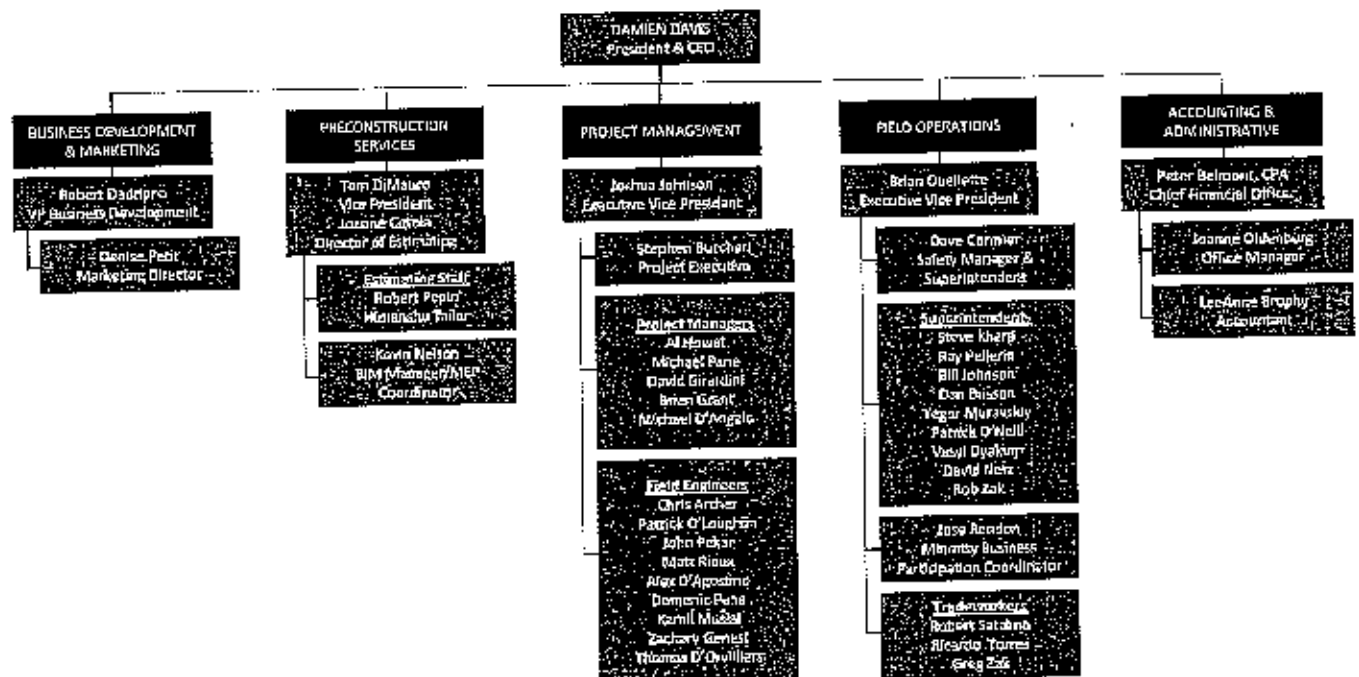
- Brief General Description of Company: Founded in 1969, Newfield Construction provides Preconstruction, Consulting, Estimating, Construction Management, General Contracting and Design/Build services to clients throughout Connecticut and the Northeast.
- 42 professional staff members comprised of Project Executives, Project Managers, Estimators and Preconstruction/Construction staff, Superintendents and various support staff.
- Long standing relationships and an understanding of the local building trade market and subcontractors' specialties

Local Municipal and Educational Clients include:

City of Norwalk Public Schools
City of Hartford Public Schools
City of New Britain Public Schools
City of Waterbury Public Schools
City of Bridgeport Public Schools
City of New Haven Public Schools
Town of Rocky Hill Public Schools

Town of Westport Schools
Town of Southington Public Schools
Town of Bloomfield Public Schools
Town of East Haddam Public Schools
Town of Wethersfield Public Schools
Town of East Granby Public Schools
Town of Canton Public Schools

CORPORATE ORGANIZATIONAL CHART



CITY OF NORWALK

PURCHASING DEPARTMENT

2.1 PRICING RESPONSE FORM, RFP # 3972 - C.M. Services for Jefferson Elementary School Renovate-as-New State Project No 103-0251

Firm Name - Newfield Construction Group, LLC			
Address - 225 Newfield Ave. Hartford, CT 06106			
Phone - 860-509-3024	Fax - 860-953-1712	Email - robertdaddona@newfieldconstruction.com	
Manager - Damion Davis	Robert Daddona	Fed ID# 060941935	

In submitting this proposal the undersigned declares that this is made without any connection with any persons making another proposal or the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official or the City, or any person in the employ of the City is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he/she or they have carefully considered objectives of each element of this project, the desired end result, the environment in which services and / or products are to perform and are satisfied as to all the quantities and conditions, and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived.

The undersigned further understands and agrees that he / she will furnish and provide, through its construction contractors, the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Construction Manager and the City.

1. PROPOSED FEES: Renovate-as-New Jefferson Elementary School

A. Preconstruction Phase Services Fees: Lump Sum in number and words based on the schedule of services.			
\$ 86,550.00	Fee in words	Eighty Six Thousand Five Hundred Fifty Dollars	
B. CM Fees: in numbers and words: Express as a percentage cost of construction (trade costs).			
1.2	%	Fee in words	One and Two Tenths Percent
C. General Condition Fees: in numbers and words based on the schedule of CM Services in Section 2.2. This fee is provided for general information purposes based on CM's understanding of the project. General Conditions fees shall be adjusted accordingly as part of the GMP amendment.			

CITY OF NORWALK PURCHASING DEPARTMENT

\$ 1,133,389.00	Fee in words One Million One Hundred Thirty Three Thousand Three Hundred Eighty Nine Nine Dollars
D. Contingency Fees: in numbers and words, Express as a percentage cost of construction	
1.5 %	Fee in words One and Five Tenths Percent

2. INSURANCE:

Agency Name	Travelers Property and Casualty
Agency Address	One Goodwin Square - Hartford, CT 06103
Submitted by - Robert Daddona	Vice President, Business Development
Authorized Agent of Company (name and title)	Date 11/13/2019

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	10/28/2019	Addendum #	3	Dated	11/7/2019
Addendum #	2	Dated	11/1/2019	Addendum #		Dated	

3. Identify the project team members who will provide these services. Quantify their level of involvement (X %). Give a per diem and hourly rate for each member.

Jefferson Elementary School Renovate-as-New

Name & Title	% Involved	Hourly Rate
A Stephen Buccheri	25%	IN FEE
B Michael D'Angelo	100%	135.00
C Stephen Khare	100%	130.00
D Zachary Genest	100%	70.00



Technology Department
P: 203-854-4039 / F: 203-806-4289
125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

TO: ALAN LO
CC: COMMON COUNCIL
FROM: DAVID B. HOPP
RE: CAPITAL PURCHASES FOR 2019-2020
DATE: 11/22/19

Wireless Access Points – Purchase of 675 Aruba AP315 access points and associated licenses from SHI International. This is a partial refresh of our 900 current access points. This project is part of our approved 2019-2020 capital budget plan. 80% of this purchase is being covered by the Federal E-Rate program.

Motion: *Authorize the Purchasing Agent to issue purchase orders to SHI International Corp, for the supply of 675 Aruba AP-315 Access Points and license, an amount not to exceed \$55,000, account 09205010-5777-C0112 (budgeted 2019/2020 IT Capital item) and forward onto the Common Council for further action.*

Switches – Purchase of 13 Cisco Catalyst 3850 48PT switches and accompanying modules from ePlus Technology. These are replacements for EOL switches at BHMS. This project is part of our approved 2019-2020 capital budget plan. 80% of this purchase is being covered by the Federal E-Rate program.

Motion: *Authorize the Purchasing Agent to issue purchase orders to ePlus Technology Inc, for the supply of 13 Cisco Catalyst 3850 48PT and modules, an amount not to exceed \$31,000, account 09205010-5777-C0112 (budgeted 2019/2020 IT Capital item) and forward onto the Common Council for further action.*

Wireless Controller – Purchase of Aruba 7220 Wireless Controller from SHI International. This Controller is needed to support the new access points being installed. This project is part of our approved 2019-2020 capital budget plan.

Motion: *Authorize the Purchasing Agent to issue purchase orders to SHI International Corp, for the supply of an Aruba 7220 Controller and licenses, an amount not to exceed \$12,500,*

account 09205010-5777-C0112 (budgeted 2019/2020 IT Capital item) and forward onto the Common Council for further action.

Network Access Solution – Purchase of Pulse Policy Secure NAC solution from Synacktek. This security platform is part of our effort increase security and replace older security equipment. This project is part of our approved 2019-2020 capital budget plan.

Motion: *Authorize the Purchasing Agent to issue purchase orders to Synacktek LLC, for the supply and installation Pulse Policy Secure NAC Solution, an amount not to exceed \$105,000, account 09195010-5777-C0112 (budgeted 2019/2020 IT Capital item) and forward onto the Common Council for further action.*



Pricing Proposal
Quotation #: 16669700
Created On: 2/13/2019
Valid Until: 2/28/2019

Norwalk School District

Business Development Manager

Dave Hopp
125 EAST AVE
PO BOX 6001
ATTN: FINANCE DEPT
NORWALK, CT 06852
United States
Phone: 2038544038
Fax:
Email: dave@norwalkps.org

Jeff Levin
290 Davidson Avenue
Somerset, NJ 08873
Phone: 860-872-5677
Fax: 732-662-6654
Email: Jeff_Levin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HEWLETT PACKARD ENTERPRISE : AP-315 WIRELESS ACCESS POINT Hewlett Packard Enterprise - Part#: JW737A Contract Name: Open Market Contract #: Open Market Note: Pricing with SHI E-Rate Information: SPIN # 143012572	675	\$347.80	\$234,785.00
2 HEWLETT PACKARD ENTERPRISE : Aruba UIC-K12-1 1 Addl AP Lic for Policy Enforcement FW and RF Protect for K-12 Bundle E-LTU Hewlett Packard Enterprise - Part#: JW819AAE Contract Name: Open Market Contract #: Open Market Note: Pricing with SHI E-Rate Information: SPIN # 143012572	675	\$65.00	\$37,125.00
Subtotal:			\$271,890.00
Total:			\$271,890.00

Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom built machines.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Women Owned Business.
TAX ID# 22-3009648; DUNS# 61-1420481; OCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions of SHI Online Customer Resale Terms and Conditions.

Quote Name:



Quotation

NORWALK PUBLIC SCHOOLS-E-RATE	NORWALK PUBLIC SCHOOLS-E-RATE
125 EAST AVE	125 EAST AVE
NORWALK CT 06852	NORWALK CT 06852
UNITED STATES	UNITED STATES
ATTN: ACCOUNTS PAYABLE	David Hipp

Quotation #:	29317074
Order #:	
Quotation Date:	12/27/2019
Expiration Date:	12/11/2020
Order Reference:	
Account Rep:	Shane Flanigan

Notes:

ePlus works with our customers to follow either a BEAR or discount billing process for their E-rate eligible purchases. All E-rate approvals for the specific items being purchased through the program must be in place before we will process an order involving discount billing (DFI). For the BEAR process, process an order to ePlus under standard net terms for the entire amount and file a BEAR upon potential future approval by E-rate. If making a purchase prior to E-rate approval (via purchase order using standard net terms), that purchase is not returnable or cancellable in the event E-rate funding is not awarded. This proposal is valid for E-rate Funding Year 2019 with contract term dates of 04/01/2019 - 06/30/2020. In order for customers to leverage E-rate-based pricing from most manufacturers, the customer must select ePlus (SPIN 143000533) on their E-rate Form 471, prior to the processing of an order.

Line Item	Quantity	Manufacturer Part Number	Manufacturer	Description	Unit Price	Est Price
001	10	WS-C3850-48T-E	CISCO	1041386240FT 1041386240FT	9,495.00	122,679.70
002	10	CON-BN-INT-SW-TE	CISCO	SMARTNET PRO SW CATALYST 3850 48P 1041386240FT	0.00	0.00
003	10	CAB-SPW-130CM	CISCO	CATALYST 3850 48P 1041386240FT 1041386240FT	49.70	505.10
004	10	STAN-CT-150CM	CISCO	1041386240FT 1041386240FT	49.00	500.00
005	10	C3850-ON-1041386240FT	CISCO	1041386240FT 1041386240FT	0.00	0.00
006	10	FWR-C3850-WAC	CISCO	1041386240FT 1041386240FT	0.00	0.00
007	10	FWR-C3850-WAC	CISCO	1041386240FT 1041386240FT	595.00	5,950.00
008	10	CAB-TA-1M	CISCO	1041386240FT 1041386240FT	0.00	0.00
009	10	C3850-ON-1041386240FT	CISCO	1041386240FT 1041386240FT	0.00	0.00
010	10	C3850-ON-1041386240FT	CISCO	1041386240FT 1041386240FT	1,575.00	15,750.00

[illegible]



Pricing Proposal
 Quotation #: 17995429
 Created On: 11/4/2019
 Valid Until: 11/29/2019

Norwalk School District

Dave Hopp
 125 EAST AVE
 PO BOX 6001
 ATTN: FINANCE DEPT
 NORWALK, CT 06862
 United States
 Phone: 2038544038
 Fax:
 Email: dave@norwalkps.org

Business Development Manager

Jeff Levin
 290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 860-872-5677
 Fax: 732-852-6654
 Email: Jeff_Levin@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HEWLETT PACKARD ENTERPRISE : Aruba 7220 (US) 4p 10GBase-X (SFP+) 2p Dual Ports (10/100/1000BASE-T or SFP) Controller Hewlett Packard Enterprise - Part#: JW752A Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	1	\$8,909.10	\$8,909.10
2 HEWLETT PACKARD ENTERPRISE : Aruba 1 Year Foundation Care Next Business Day Exchange 7220 Controller Service Hewlett Packard Enterprise - Part#: H3EV3E Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	1	\$3,351.70	\$3,351.70
3 HEWLETT PACKARD ENTERPRISE : Aruba PSU-350-AC 7200 Series S3500-24T S3500-48T and S3500-24F 350W AC Power Supply Hewlett Packard Enterprise - Part#: JW657A Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	1	\$173.10	\$173.10
4 HEWLETT PACKARD ENTERPRISE : Aruba 1Y FC NBD Exch PSU-350-AC SVC Hewlett Packard Enterprise - Part#: H0SC8E Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	1	\$17.10	\$17.10
5 HEWLETT PACKARD ENTERPRISE : PC-AC-NA (NA) AC Power Cord Hewlett Packard Enterprise - Part#: JW124A Contract Name: CREC - IT Solutions & Services (Omnia) Contract #: 2018011-02-CREC	2	\$1.70	\$3.40
Subtotal			\$12,454.40
Total			\$12,454.40

Additional Comments

SYNACKTEK

4 Research Drive, Suite 402
Shelton, CT, 06484

QUOTE

Date 10/14/2019
Valid Until 11/13/2019
Payment Terms Net 30
Quote # 2095

Customer

Norwalk Public Schools
125 East Ave
Norwalk, CT 06851

Item Number	Description	Qty	Unit Price	Ext. Price
PS-PROFILER-RADIUS-LG-HA	Pulse Secure Profiler with max 50,000 devices for PSA7000 Platform - Includes RADIUS Server capability & HA availability	1	\$35,880.00	\$35,880.00
PSA3000	Pulse Secure Appliance 3000 Base System	2	\$2,340.00	\$4,680.00
PSA7000-10G-SFP-PLUS	Pulse Secure Appliance 7000 Base System Fiber	2	\$20,280.00	\$40,560.00
STE-ADV-25CU	Pulse Secure Access Suite - Software License - Advanced Edition - 25CU Concurrent Sessions	2	\$5,160.00	\$10,320.00
SVC-PS-PLN-PRFL-RADIUS-LG-HA-3YR	Three Year Pulse Platinum Support for Pulse Secure Profiler with HA availability - Large *Total cost for 3 years - \$17,502. Year 2 due 11/30/2020 - \$5,834 Year 3 due 11/30/2021 - \$5,834	1	\$5,834.00	\$5,834.00
SVC-STE-ADV-PLN-25CU-3Y	Pulse Secure Access Suite - Advanced Edition Services (Pulse One and Pulse Workspace) and Support - Direct - Platinum - 25CU Concurrent Sessions - Add-On Only - 3 years *Total cost for 3 years - \$5,202. Year 2 due 11/30/2020 - \$1,734 Year 3 due 11/30/2021 - \$1,734	2	\$867.00	\$1,734.00
SVC-WAR-PSA3000-ND-3YR	Pulse Secure : Three Year Pulse NextDay Support for PSA3000 *Total cost for 3 years - \$1,800. Year 2 due 11/30/2020 - \$600 Year 3 due 11/30/2021 - \$600	2	\$300.00	\$600.00
SVC-WAR-PSA7000-ND-3YR	Three Year Pulse NextDay Support for PSA7000f *Total cost for 3 years - \$14,004. Year 2 due 11/30/2020 - \$4,668 Year 3 due 11/30/2021 - \$4,668	2	\$2,334.00	\$4,668.00
SYN-INSTALL	Synacktek installation, Configuration and Knowledge Transfer Services	1	\$8,000.00	\$8,000.00

Item Number	Description	Qty	Unit Price	Ext. Price
Discount	Additional Discount	1	-\$8,000.00	(\$8,000.00)
			Total:	\$104,276.00

Notes and Instructions

Total support cost for 3 years - \$38,508

Total due for year 1 included on this quote - \$12,836

Year 2 due 11/30/2020 - \$12,836

Year 3 due 11/30/2021 - \$12,836

Please Sign to Confirm Acceptance of Quote

Name _____
 Title _____
 Signature _____
 Date _____

Prepared By

Ryan Gavigan
 ryan@synacktek.com

Thank You for Your Business!

Disclaimer: Subject to alteration beyond the control of Synacktek, Synacktek uses all reasonable efforts to ensure the accuracy of the information contained herein. Synacktek is not responsible for any error in this electronic version of price quote.



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
RE : ELY PARK TENNIS COURT – PICNIC SHELTER
DATE: NOVEMBER 26, 2019

As you may know, the City (Recreation and Parks Department) and Norwalk Grassroots Tennis worked closely to fund and to implement the Ely Park Tennis Court Improvement Project. This project consisted of the complete renovation of four existing tennis courts, construction of two additional courts with lights and two junior practice courts. Due to site requirements for the proposed new Columbus School at Ely, funds from the school project were made available to relocate the two new courts to the current location which required substantial costs to remove ledge and large boulders. It is important to note that as part of Grassroots Tennis' \$400,000 contribution to this project, the USIA contributed \$40,000. Also, the Common Council approved the naming of the tennis facilities after Mr. William Rippe who was a member of Grassroots Tennis and a significant funding contributor to this project.

With the completion of the tennis courts this summer, the City issued an invitation for bids for the construction of a picnic shelter. Attached is a summary of the bids. At this time, I would like to request Common Council approval of the apparent low bidder Epifano Builders, Inc. in the amount of \$53,750.00. A free balance of \$50,000 is available in the Grassroots Tennis' account for the construction of picnic shelter. The remaining required funding for this project is available in a Recreation and Parks capital budget account.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Epifano Builders Inc. for the installation of a picnic shelter at Ely Park for a total not to exceed \$53,750.00. Acct # 09196030 5777 C0321 & 09186030 5796 C0321
- b. Authorize the Office of Building Management to issue Change Orders on Contract for a total not to exceed \$5,375.

Cc: Nick Roberts, Director of Recreation and Parks
Caron Palder, President, Norwalk Grassroots Tennis and Education

October 24, 2019

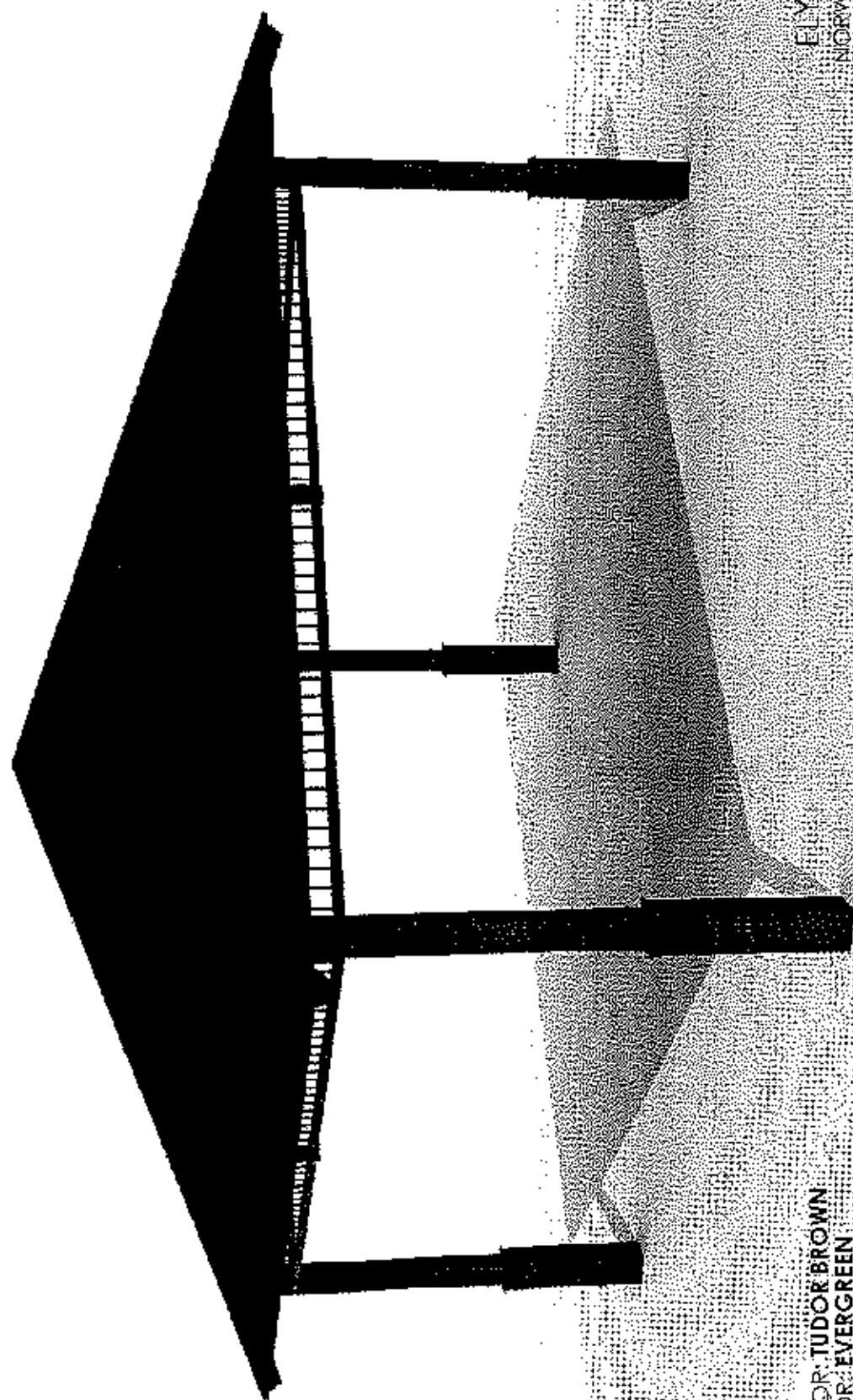
**NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY #3971
Ely Park Picnic Shelter Project**

Thank you for your response to our Request for Bid submissions. The following is a summary of the submitted bids for this solicitation process.

Vendor	Total Lump Sum Price
Maggiore Construction, Inc	\$67,243.00
Epifano Builders Inc.	\$53,750.00
Grasshopper Lawns Inc.	\$58,900.00
NAC Industries Inc.	\$77,000.00
Laporta Partners llc	*

*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms

poligon[®]



FRAME COLOR: TUDOR BROWN
ROOF COLOR: EVERGREEN

COLORS SHOWN ARE FOR REFERENCE ONLY.
CONTACT INFO@POLIGON.COM TO REQUEST ACTUAL COLOR SAMPLES.

ELY PARK
NORWALK, CT
508.20



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : MEMBERS OF COMMON COUNCIL

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : CITY HALL – OFFICE RELOCATION

DATE: NOVEMBER 25, 2019

Norwalk City Hall opened in 1986/1987 following a complete renovation and addition of the old Norwalk High School building. Through the years, departments' responsibilities/organization and staffing level have changed. Recently, the City approved a reorganization plan which incorporates the relocation of offices to better serve the public. As there is limited availability of swing space, Building Management developed a phasing plan which has approximately 10 phases. We worked closely with Mayor's Chief of Staff, division chiefs and department heads to relocate departments, to reorganize their offices and to develop the phasing schedule. The design takes into consideration of:

- Departments' current and future staffing requirements which included staff counts and type of space required;
- Proximity of the related departments to each other;
- Provide the desirable security separation between staff and the public; and
- Where possible, provide some improvements to modernize the office space.

It is important to note that the plan excludes new office furniture unless the required furniture is not available from existing inventory.

Since September 2019, we completed the following:

- Relocated Purchasing Department to old Redevelopment Agency
- Renovated old Purchasing Department and relocated Registrar's Offices
- Renovated old Registrar's Office and relocated Traffic & Parking
- Renovated two offices in old Redevelopment Agency
- Moved Recreation & Parks to DPW

The next phases include:

- Move Human Relations to old Redevelopment Agency
- Renovate old Recreation & Parks and Human Relations offices and move Planning & Zoning
- Renovate old Redevelopment Agency and move Youth Services
- Renovate old Youth Services for Purchasing Department
- Renovate old Planning & Zoning offices for Personnel and Recreation & Parks services
- Renovate old Code Enforcement and Personnel offices for Code Enforcement, Traffic & Parking and Economic Development offices.

In order to maintain continued service to the public, we phased this project and obtained pricing from contractors and issued Purchase Orders through Purchasing Department. However, the next phase involves the renovation of the old Recreation & Parks and Human Relation Departments which was expected to exceed the threshold amount, therefore, public bidding is required. Building Management prepared construction bid documents and Purchasing Department advertised the project for bids. Attached is a summary of the bids.

After a review of the bids and scope review with the apparent low bidder, we learned that their bid was incomplete, and hence, was rejected. At this time, Building Management would like to move forward with the second bidder Re-Tech LLC in the amount of \$86,000. Re-Tech LLC has successfully completed prior work with the City.

In terms of funding, Board of Estimates allocated approximately \$170,000 from last year's operating budget for this project. There is an additional approximately \$35,000 available from a Planning and Zoning capital budget account for office improvements. It is anticipated that Building Management would seek additional operating budget funds through BET to complete the balance of this project.

ACTION REQUESTED:

- Authorize the Mayor, Harry W. Rilling, to execute an agreement with Re-Tech LLC for the renovation of the old Recreation and Parks' and Human Relation's Offices for new Planning & Zoning Offices for a total not to exceed \$86,000.00. Acct. #014086-5266 and #09193310 5777 C0630**
- Authorize the Office of Building Management to issue change orders on contract for a total not to exceed \$8,600.00**

November 7, 2019

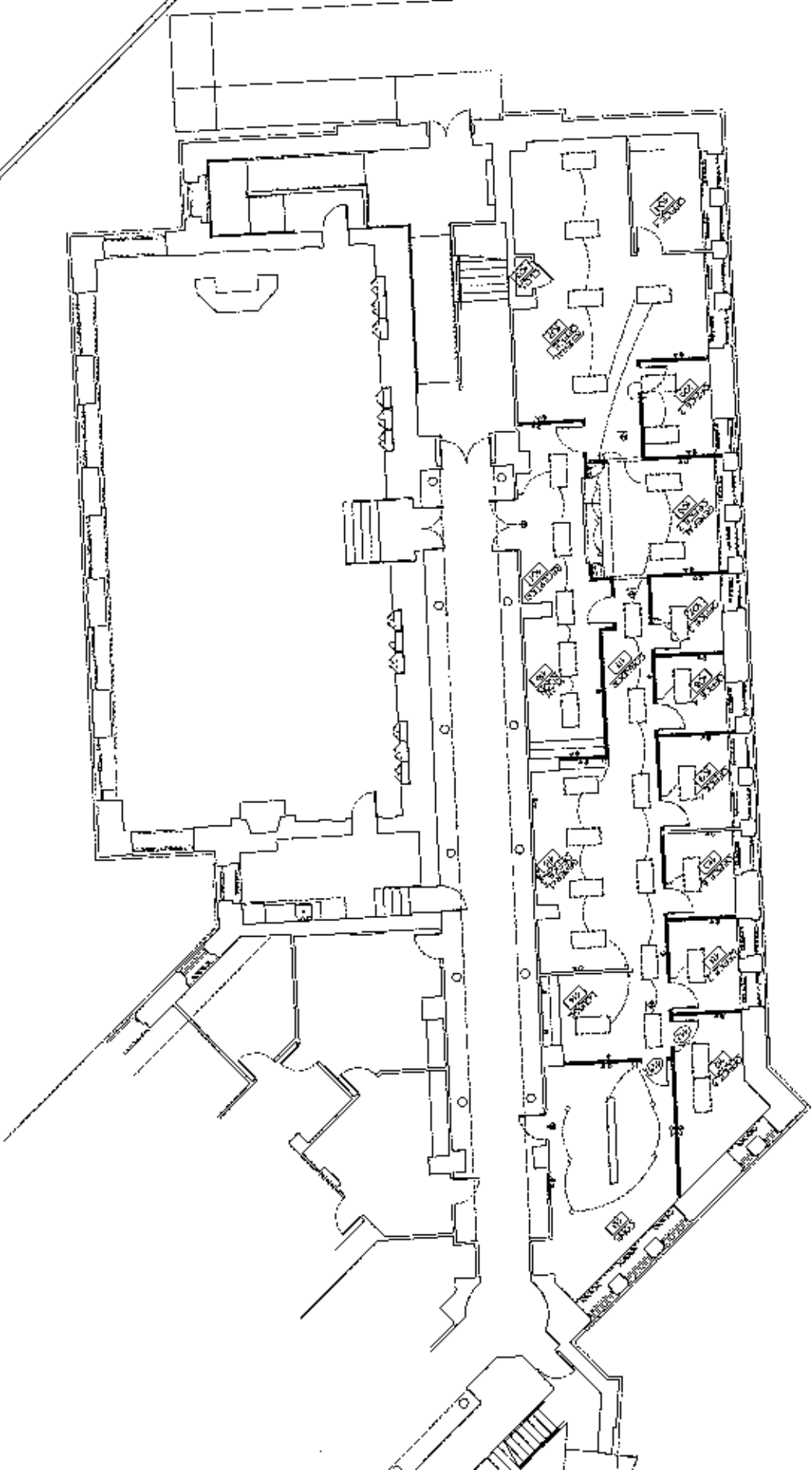
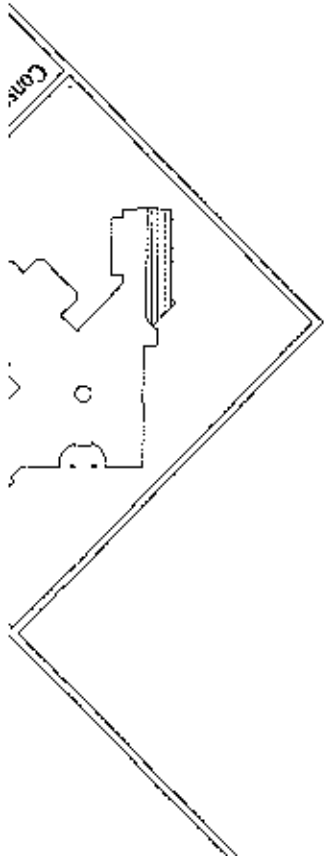
NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY - PROJECT #3973
Renovation of Planning and Zoning Office

Thank you for your response to our request for bid submissions. The following is a summary of the submitted bids for this solicitation process.

VENDOR	TOTAL LUMP SUM PRICE
Diversity Construction Group, LLC	\$210,000.00
John L. Simpson Co. Inc.	\$106,115.00
Deluca Construction Company	\$149,197.00
Giacorp Contracting Inc	\$198,720.00
Gennarini Construction Company, Inc.	\$137,000.00
HV Contractor Corp.	\$88,856.00
A-Preferred Construction, LLC	\$162,000.00

RE-TECH LLC	\$86,000.00
Mercury Electric, LLC	\$42,157.36
Integrated Building Services	\$158,000.00

PARTIAL FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"



TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

DATE: NOVEMBER 22, 2019

RE: BEN FRANKLIN CENTER – PHASE 2 ROOFING REPLACEMENT PROJECT

On June 20, 2019 the City's Purchasing Department solicited bids for the Roof Replacement project (Phase Two) for the Ben Franklin Center. The building was constructed in 1930 with two (2) later additions and extensively renovated in 1988. The roofs have reached their life expectancy. Phase 1 roofing project was completed in August 2019 (main roof and entrance over gym) and Phase 2 is scheduled for March of 2020 (gymnasium and lower classroom roofs).

The City received nine (9) bids. The results are as follows:

FIRM	Phase Two Bid
Shoreline Restoration LLC	\$206,052.00
A-Preferred Construction	\$257,600.00
Bay Restoration	\$284,997.75
Young Developers	\$291,800.00
Silktown Roofing, Inc	\$321,500.00
Greenwood Industries	\$355,500.00
Armor-Tite Construction	\$395,650.00
J. Antonelli Roofing	\$398,992.00
Barrett, Inc	\$404,600.00

Subsequent to bid opening, the Purchasing Department and the Office of Building Management conducted a project scope review with the apparent low bidder, Shoreline Restoration and is hereby recommending the award. The amount of \$190,000.00 is available in the Ben Franklin Center roof replacement account. The balance is available from the Various City Buildings Repair & Improvements accounts.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Shoreline Restoration LLC for the Ben Franklin Center Roof Replacement project (Phase 2) for a total not to exceed \$206,052.00. Funds are available from account #0920 7100 5777 C0295 and #0919/20 7100 5777 C0476.
- b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$20,605.00

August 22, 2019

Councilman Tom Livingston
Chairman Land Use Committee
125 East Avenue
Norwalk, CT 06851

Re: 24 James Street, Norwalk, CT

Dear Councilman Livingston:

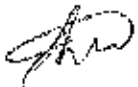
Thank you for considering the possibility of the City of Norwalk accepting title to 24 James Street as a gift.

I am offering to give the City of Norwalk title to my property at 24 James Street.

Please let me know what the next step are to follow in this process.

Thank you.

Best regards,



Andrian Straistaru

Tel: 203 644 8651

E-mail: andriuha.85@gmail.com



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

October 28, 2019

Norwalk Planning Commission
Norwalk City Hall

RE : 24 JAMES STREET – LAND DONATION

Dear Commissioners:

On behalf of the Land Use and Building Management Committee of the Norwalk Common Council, I am hereby requesting Norwalk Planning Commission review and recommendation in accordance with the Connecticut State Statutes Section 8-24, on the proposal from the property owner of 24 James Street to donate the property to the City.

24 James Street is a small lot located along Silvermine River. It is identified on attached property map as Lot 21. This property is 0.07 acre and is not buildable. The City currently has a storm drainage line through the property. The Land Use and Building Management Committee has reviewed the request and is considering favorably on the acceptance of the donation.

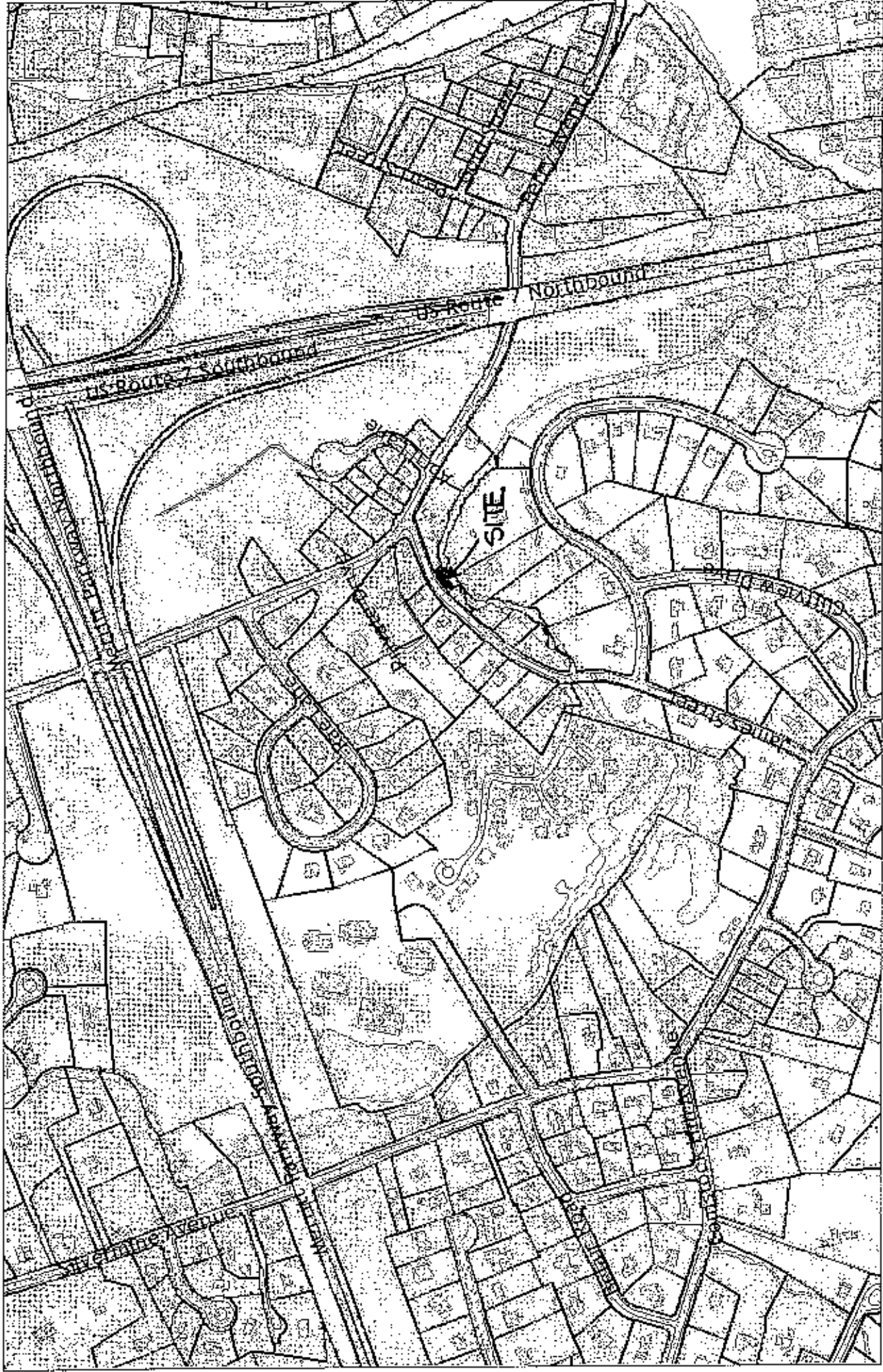
Please review this request and please provide the Common Council with your recommendation. Thank you.

Sincerely,



Alan Lo
Buildings and Facilities Manager

Cc: Tom Livingston, Chairman, Land Use and Building Management Committee



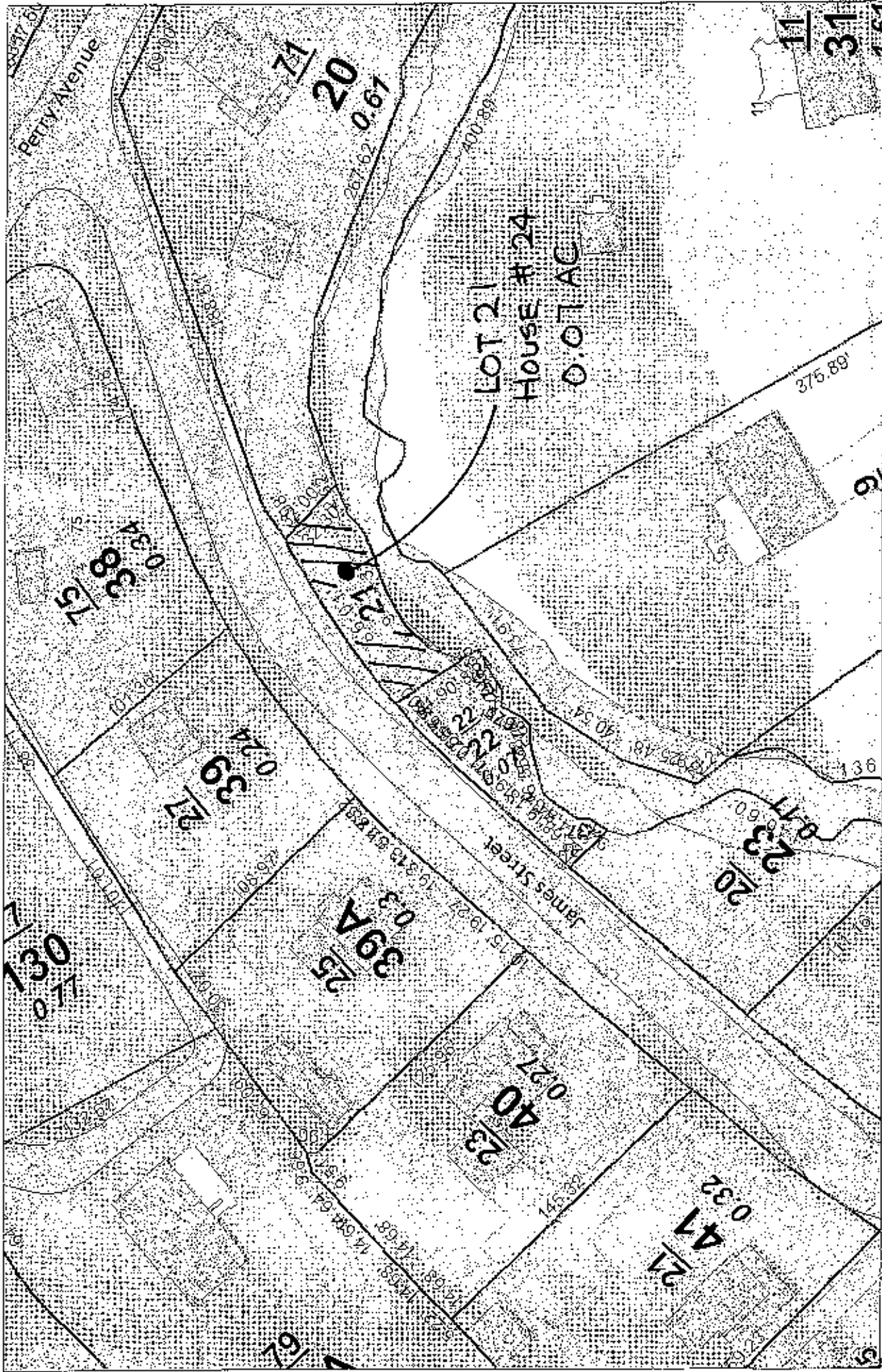
Norwalk, CT



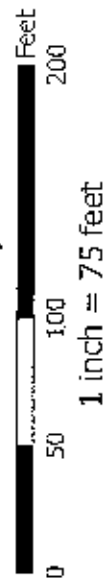
1 inch = 604 feet

24 JAMES STREET





Norwalk, CT



VII.C



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Preventive Health and Human Services Block Grant
Date: December 5, 2019

The Norwalk Health Department received three years of continued funding from the State of Connecticut Department of Public Health in the amount of \$66,672 for the Preventive Health and Human Services Block Grant: Policy/Environmental Change for Chronic Disease Prevention for the period beginning October 1, 2019 through September 30, 2022. We are requesting the following authorizations:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut for the Preventive Health and Human Services Block Grant in the amount of \$66,672 for the period October 1, 2019 to September 30, 2022.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Preventive Health and Human Services Block Grant for the period October 1, 2019 to September 30, 2022.

Program Description: The Health Department leads the Healthy for Life Project (H4LP) (www.healthyforlifeproject.org), a coalition of community organizations and agencies committed to preventing and reducing obesity and chronic disease in the Greater Norwalk area. The Health Department has worked with community partners on various similar coalitions and initiatives, including educational programs about physical activity and nutrition, promoting walking in community and school settings, and helping after school programs implement an evidence-based nutrition and physical activity curriculum. This grant award will fund staffing and supplies to support the Health Department's coordination of the H4LP and will support its efforts on policy, systems, and environmental strategies to prevent obesity and chronic disease, including promoting walking routes in Norwalk and highlighting healthy options for dining out.

Included as backup materials:

- Contract



X Original Contract # #2020-0060POS01
Amendment # _____
Max. Contract \$ \$66,672
Contract Contact Person Brenda L. West
Contact Telephone (860) 509-7704
Contact Email Brenda.West@ct.gov

**STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Effective July 1, 2019, revised October 19, 2018**

The State of Connecticut Department of Public Health

Street: 410 Capitol Avenue, PO Box 340308, MS 13 GCT

City: Hartford State: CT Zip: 06134-0308

Tel#: (860) 509-7704 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: City of Norwalk

Street: 137-139 East Avenue

City: Norwalk State: CT Zip: 06851

Tel#: (203) 854-7868 FEIN/SS#: 000-00-0103

("Contractor"), for the provision of services outlined herein in Part I. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term / Effective Date	This Contract is in effect from October 1, 2019 through September 30, 2022 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8, 19a-2a, 19a-32 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 49-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this Contract only by means of a written instrument signed by the Agency and the Contractor and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected as such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	State of Connecticut, Department of Public Health 410 Capitol Avenue, P.O. Box 340308, MS# 13GCT Hartford, CT 06134-0308 Attention: CGMS	If to the Contractor:	City of Norwalk 137-139 East Avenue Norwalk, CT 06851 Attention: Harry W. Rilling, Mayor
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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Part I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the Policy/Environmental Change for Chronic Disease Prevention (Program) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No Sections in this **Part I** shall be interpreted to negate, supersede or contradict any Section of **Part II**. In the event of any such inconsistency between **Part I** and **Part II**, the Sections of **Part II** shall control.

SECTION A

Subsection A.1 GENERAL TERMS AND CONDITIONS

- 1) The Contractor shall provide services for the Program described in detail, as follows. Such services shall be provided in accordance with the requirements of this **Subsection A.1**, program specific **Subsection A.2**, and **Part II** of this Contract.
- 2) **Reports and Report Schedule**
 - a) The Contractor shall submit to the Department periodic program, statistical, fiscal, expenditure and cash management reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:

Funding Period ONE: 10/01/2019 to 09/30/2020

REPORTING PERIOD	REPORTS DUE BY
October through March	May 1, 2020
April through September	November 15, 2020

Funding Period TWO: 10/01/2020 to 09/30/2021

REPORTING PERIOD	REPORTS DUE BY
October through March	May 1, 2021
April through September	November 15, 2021

Funding Period THREE: 10/01/2021 to 09/30/2022

REPORTING PERIOD	REPORTS DUE BY
October through March	May 1, 2022
April through September	November 15, 2022

- b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
- c) The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
- d) The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work under the Contract or the due dates identified in Part I, Section A, Subsections A.1(2)(a)(i) and A.1(2)(a)(ii), whichever is earlier.

- i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
- ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

3) **Budget and Funding**

- a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in **Section B** of this **Part I**.
- b) The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- c) If **Section B** of this **Part I** includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
- d) Future Funding Period Budgets, if not included in **Section B**, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
- e) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount
22664	Preventative Health & Human Services Block Grant	1	\$22,224
22664	Preventative Health & Human Services Block Grant	2	\$22,224
22664	Preventative Health & Human Services Block Grant	3	\$22,224

- f) This Contract includes federal financial assistance and therefore such funds shall be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
- g) For federal block grant funding appropriated to this Contract, the Department assumes no liability for payment using such funds until such time that the provisions of this Contract are determined by the Department to be in accordance with a legislatively approved block grant plan, as provided by Connecticut General Statutes § 4-28b.

4) **Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds**

- a) **Maximum Payment**
 - i) The total maximum payment for Funding Period 1 shall not exceed **\$22,224**.
 - ii) The total maximum payment for Funding Period 2 shall not exceed **\$22,224**.
 - iii) The total maximum payment for Funding Period 3 shall not exceed **\$22,224**.
 - iv) The total aggregate amount of payment made under this Contract shall not exceed **\$66,672**.

b) **Payment and Payment Schedule**

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.

Funding Period ONE: 10/01/2019 to 09/30/2020

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$11,112	Upon full execution of the Contract	October 1
2	\$11,112	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior contract for the same services as those provided under the terms of this Contract and the first reports from the current Contract Funding Period	June 1

Funding Period TWO: 10/01/2020 to 09/30/2021

Payment #	Max. Amount	Payment Conditions	Not Before:
3	\$11,112	At the beginning of Second Funding Period of the Contract	October 1
4	\$11,112	Upon receipt and approval by the Department of the Final Report and any refunds due to the Department from the previous Contract Funding Period and the first reports from the current Contract Funding Period	June 1

Funding Period THREE: 10/01/2021 to 09/30/2022

Payment #	Max. Amount	Payment Conditions	Not Before:
5	\$11,112	At the beginning of Third Funding Period of the Contract	October 1
6	\$11,112	Upon receipt and approval by the Department of the Final Report and any refunds due to the Department from the previous Contract Funding Period and the first reports from the current Contract Funding Period	June 1

- c) At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt of a fully executed Contract and any required documentation, including but not limited to cash management documents.
- d) **Second and subsequent payments** shall be processed by the Department not earlier than the payment schedule date and only after the Department receives and approves all deliverables and periodic program, statistical, expenditure, and cash management reports,

as submitted or completed by the Contractor, pursuant to the Contract terms and the Report Schedule in **Part I, Section A, Subsection A.1 2) a)** above.

- e) In addition to the applicable provision of **Part II, Section D** of this Contract, the Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
- f) **Reimbursement**
If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
- g) **Under-expenditures**
When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.
- h) **Payment Reduction**
In addition to the applicable provision of **Part II, Section D** of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:
 - i) has not submitted or completed required deliverables,
 - ii) has not submitted required reports or audits,
 - iii) has submitted reports that have not received Department approval, or
 - iv) has submitted reports that do not support the need for full payment.The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.
- i) **Surplus or Excess Payments; Refund**
The Contractor shall:
 - i) upon demand by the Department at the end of each Funding Period of the Contract, remit in full to the Department any:
 - 1) funds paid in excess of allowable budgeted costs and/or
 - 2) unexpended funds.
 - ii) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
 - iii) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.
- j) This section shall survive any Termination of the Contract or the Expiration of its term.

5) **Travel**

For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of the State Employee Reimbursement Regulations document as such policy may be updated or amended periodically, and as found in the following references:

- a) <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
- b) <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

If the Contractor does not have access to the Internet for the purpose of accessing this information, the Department shall provide hard copies of such documents to the Contractor upon request.

6) **Software, Computer Equipment and Programs**

The Contractor shall be responsible for:

- a) all maintenance activities, including repair costs, related to all computer equipment acquired with funds from this Contract, including but not limited to desktop computers and computer servers,
- b) all development, maintenance and operating procedures necessary for any computer network established by the Contractor utilizing computer equipment acquired with funds from this Contract, including but not limited to network development, routine backup procedures and off-site storage activities, and
- c) all maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

7) **Contractor Changes and Assignments**

In addition to the applicable provisions of **Part II, Section D** of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in **Part II, Section D** of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.
- b) In addition to the requirements of **Part II, Section D** of this Contract, the Department's determination shall also include whether the Department shall:
 - i) approve of the changes and contract with the entity which results from the proposed changes, or
 - ii) terminate the Contract under applicable provisions of this Contract.

8) **Cultural Competence**

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) policies and procedures for the provision of interpreter/translator services,
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages.

- d) the development of non-English client-related materials that are appropriate for the population served by the program,
- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor shall:
 - i) actively recruit applicants from the minority populations served,
 - ii) include cultural competency criteria in the evaluation of applicants, and
 - iii) assign a higher value to the cultural competency criteria for those applicants from the minority populations served,
- h) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, clients' families, and staff,
- i) an organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and
- j) surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

9) **Respect and Dignity**

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each client, which may include but not be limited to provision or accommodation of the following:
 - i) adequate waiting areas for clients, including sufficient seating,
 - ii) adequate staff for the timely provision of contracted services,
 - iii) adequate facilities and arrangements for the proper delivery of contracted services to clients,
 - iv) training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
 - v) client service that is responsive, positive and respectful.
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this **Subsection**.

10) **Client Satisfaction**

The Contractor shall establish and maintain an effective process:

- a) for a client to make complaints or raise concerns about services he/she has received under this Contract, which were provided by the Contractor,
- b) to address and resolve such complaints or concerns, and
- c) which includes collaboration by the Contractor with Department representatives to discuss steps to achieve client satisfaction with services rendered under this Contract.

Subsection A.2

Policy/Environmental Change for Chronic Disease Prevention

1) Summary of Services

The Contractor shall provide services that address Policy and Environmental Change initiatives or interventions. Such services shall be performed in accordance with the general requirements and the specific requirements described below.

2) Definitions and Guidance

- a) **At risk target populations (target populations)** may be identified based on age, gender, race/ethnicity, insurance status, health condition, access to health care, or other factors.
- b) **Evidence-based** refers to an approach or strategy that is derived from or informed by the findings of the best available and current research.
- c) **Active living** is a way of life that integrates physical activity into your everyday routines, such as walking to the store or biking to work.
- d) **Healthy eating** is regularly consuming foods based on the recommendations outlined in the current version of the Dietary Guidelines for Americans. This includes but is not limited to high consumption of fruits and vegetables, whole grains, lean proteins, and unsaturated fats.
- e) **Policies** are laws, regulations, formal and informal rules and understandings adopted on a large scale to guide individuals' and groups' lifestyle choices.
- f) **Policy and environmental change initiatives or interventions** are defined as institutionalized and sustained efforts designed to address the needs of target populations. Policy and environmental changes enable communities to support healthy behaviors.
 - i) **Policy change initiatives or interventions** are measures or actions taken to alter policies and include but are not limited to policy changes that:
 - 1) Allow flex time for physical activity time during the workday;
 - 2) Allow zoning/rezoning requirements for sidewalks, green spaces, and bikeways;
 - 3) Worksite wellness activities that support healthy eating and being physically active;
 - 4) Require that milk consumed in schools be limited to 1% or less fat content for heart-healthy nutrition; and
 - 5) Provide funding of school and student activities to eliminate reliance on soft drink sales to fund educational and extracurricular needs.
 - ii) **Environmental change initiatives or interventions** are measures or actions taken to alter the physical and social surroundings and include but are not limited to:
 - 1) Heart-healthy food choices in vending machines;
 - 2) Creation of bike lanes/bike share programs;
 - 3) Point of signage prompts that encourage active living and healthy eating; and

- 4) Farmers' markets, green grocers, and community gardens to make fresh produce available for communities.

- g) **Work Plan:** For each Funding Period of the contract, the Contractor shall develop and implement a Work Plan for the Program activities. Such Work Plan shall:
- i) Include the names of agencies or organizations the Contractor will be working with to complete the planned activities;
 - ii) Be in a format determined by the Department;
 - iii) Include copies of educational /promotional materials to be utilized for the Program. All such material must be approved by the Department prior to utilization or dissemination;
 - iv) Include the dates and locations for the planned activities; and
 - v) Be submitted to the Department for its approval within sixty (60) days of the commencement of the Contract, for the first Funding Period, and within sixty (60) days of the commencement of Funding Periods Two and Three.

3) **Activities and Deliverables**

The Contractor shall perform the activities described in the following table and shall submit to the Department satisfactorily completed deliverables and reports indicated in the following table by the corresponding due dates in accordance with the reporting scheduled in **Subsection A.1.2. Reports and Reports Schedule.**

Activities	Deliverables	Due Date
1. The Contractor shall identify and recruit key persons within the community that are involved in community-based programs, which may include but are not limited to churches, businesses, schools, health care providers and organizations, and to form a coalition and establish work groups within this coalition to develop a list of potential policy and/or environmental changes that will address the following two risk factors: a. Active Living b. Healthy Eating	a. List of organizations and/or groups b. List of coalition members.	With the Interim and Final Reports due for the Funding Period currently in effect.
2. The Contractor shall implement a minimum of one (1) evidence-based policy and/or environmental change developed in concert with the coalition related to active living/healthy eating subject to the Department approval and oversight to ensure the changes are implemented effectively, appropriately and in a timely manner.	Written progress report on the implementation of at least one policy change.	With the Interim and Final Reports due for the Funding Period currently in effect.

3. The contractor shall complete and implement a detailed work plan approved by the Department which will include a timeline of activities to be updated at the start of each contract year.	Complete work plan form provided by the Department.	On or before October 1 of each contract year.
4. The Contractor shall work with the Department to collect appropriate data to monitor and evaluate policy and environmental changes implemented through this Contract.	Written progress report on the collection of appropriate data, including data results and analysis.	With the Interim and Final Reports due for the Funding Period currently in effect.

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SECTION B

Budget

Approval Date & Time: 2019-08-09 10:55:47 0460

Approver: DPH-West Brenda

Funding Period: 1/2019-10-01 2019-09-30

Core-CT

Account Number and Description	SID	Project	Policy/Environmental Change for Chronic Disease	Total Budget
Budget Amount			22,224.00	22,224.00
4000 INCOME			22,224.00	22,224.00
- 4100 CONTRACT FUNDING			22,224.00	22,224.00
- 4102 Federal/Other Funds	22304	PIPH22304LHD2019	22,224.00	22,224.00
5000 DIRECT EXPENSES			11,290.88	11,290.88
- 5100 SALARIES			11,290.88	11,290.88
- 5101 Staff Salaries & Wages			5,240.81	5,240.81
- 5200 FRINGE BENEFITS			580	580
- 5500 TRANSPORTATION			580	580
- 5504 Mileage Reimbursement			5,112.31	5,112.31
- 6900 OTHER EXPENSES			1,080.00	1,080.00
- 6901 Communications			300	300
- 6906 Office Supplies			3,732.31	3,732.31
- 6911 Printing & Advertising				
Budget Total				
INCOME / EXPENSE SUMMARY			22,224.00	22,224.00
- TOTAL INCOME			22,224.00	22,224.00
- TOTAL EXPENSES			0	0
- EXCESS / SHORTAGE				
CONTRACT MANAGEMENT INFO			100	100
- CONTRACT FUNDING PERCENTAGE			0	0
- A&G PERCENTAGE				

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.
2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **"Client"** shall mean a recipient of the Contractor's Services.
6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
10. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health

insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

12. **"Confidential Information Breach"** (formerly **"Personal Information Breach"**) shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The

Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.opm.gov/policyview.asp?as=2981&O=382994&opmNav_GLID=1805.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Public Health or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.
4. **Federal Funds.**
 - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to

subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

- (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) 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, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) 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.
- (c) 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.
- (d) The Contractor will pay for all costs and expenses of any audit and 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 will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

- (e) 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 Contract, (ii) the expiration or earlier termination of this Contract, 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.
 - (f) 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.
 - (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
 - (b) Leases for equipment, vehicles or household furnishings;
 - (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Agency.

8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with 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 of the Contractor. The Contractor shall use counsel reasonably acceptable to the State 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 (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
 - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (c) 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 the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (d) 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 cause the State to be named as an additional insured on the

policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
- (d) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

13. Sovereign Immunity. The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to 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.

14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- (a) The Contract shall be deemed 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.

- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. Representations and Warranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
19. **Protection of Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information

Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

- (d) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. **Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. **Litigation.**

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. **Changes to the Contract, Termination, Cancellation and Expiration.**

1. **Contract Amendment.**

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
- (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.

- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. **Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
- (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

- 4. Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All

remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
 - (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions.
 - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) **Obligations and Activities of Business Associates.**
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an electronic health record; or
 - (D) amend PHI in the Individual's designated record setthe Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and

- (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) **Obligations in the Event of a Breach.**
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national

security and; if so, include contact information for said official.

- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
 - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the

person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(I) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business

Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "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;

- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "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 C.G.S. § 32-9n; and
- (10) "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, 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, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. §46a-56, as amended; 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 regarding a State contract, 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). 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 subsection (a) of such statute, the Contractor shall be liable for a

civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) 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 relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
9. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 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 Contract expressly acknowledges receipt of 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government, or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

[X] Original Contract (#2020-0060POS01)
[] Amendment #_____
(For Internal Use Only)

SIGNATURES AND APPROVAL

The Contractor ☐ IS or ☒ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

Contractor

City of Norwalk

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

Harry W. Rilling, Mayor

(Typed/Printed Name and Title of Authorized Official)

Agency

Connecticut Department of Public Health

Agency Name

Signature (Authorized Official)

Date

Heather Aaron, MPH, LNHA, Deputy Commissioner

(Typed/Printed Name and Title of Authorized Official)

Connecticut Attorney General (Approved as to form)

Signature (Authorized Official)

Date

Typed/Printed Name and Title of Authorized Official