

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

Regular Meeting: June 25, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: John Lesko, Planning Commission

REAPPOINTMENTS: Christina Bisceglie, Bike Walk Commission
Barbara McCabe, Bike Walk Commission

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorize the Mayor, Harry W. Rilling, to execute the "Agreement - Use of 334 Wilson Ave for Eversource Maintenance Project and Use of 319 Wilson Avenue for Alternate Space for Buses" by and between the City of Norwalk, the Norwalk Board of Education, First Student, Inc., and Connecticut Light and Power Company d/b/a Eversource Energy concerning Eversource's 1608 Line Maintenance Project, and the "Side Letter Agreement" annexed to the Agreement as Exhibit 1.

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a subgrant agreement between the City of Norwalk and Trinity CDC, Inc. for the provision of child care services in accordance with the office of Early Childhood Purchase of Service Contract # 18OECCDC01NWK.
2. Authorize the Mayor, Harry W. Rilling, to sign an amendment to the "Agreement by and between City of Norwalk and Town of Weston for Juvenile Review Board Services" to auto-renew the agreement each July 1st for a one year period, so long as all other terms of the agreement remain the same.

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to execute an Amendment with Tighe & Bond to provide additional construction observation services for the Norwalk DPW Capital Projects through November 30, 2019 for a sum not to exceed \$126,100.00.
Account No. 09 20 4021 5777 C0021
09 20 4062 5777 C0361
- 2a. Authorize the Mayor, Harry W. Rilling to execute an Agreement with Deering Construction Inc. for Project RD2019-1 Concrete Curbs and Sidewalks at Various Locations for a sum not to exceed \$1,757,021.20.
Account No. 09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 20 4021 5777 C0318
- 2b. Authorize the Chief of Operation & Public Works to execute orders on the Contract with Deering Construction Inc. for Project RD2019-1 Concrete Curbs and Sidewalks at Various Locations for a sum not to exceed \$175,702.12.
Account No. 09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 20 4021 5777 C0318

3. Authorize the Mayor, Harry W. Rilling, to execute a Lease Agreement with the State of Connecticut, Department of Transportation for approximately 2,692 square feet of state surplus property for State Project 102-350 Norwalk River Valley Trail –Phase 2.
4. Authorize the Purchasing Agent to issue a purchase order to McMahon Ford for the purchase of one (1) 2019 Ford Explorer XLT for a sum not to exceed \$34,103.73.
Account No. 09 18 4031 5777 C0313
09 19 4031 5777 C0313

C. FINANCE COMMITTEE

1. Resolution with respect to the authorization, issuance and sale of up to \$35,000,000 City of Norwalk general obligation refunding bonds.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the remediation phase of the Norwalk High School Wood Door/Paneling Replacement Project, to accept a partial Guaranteed Maximum Price (GMP) for a total not to exceed \$74,709.00. Funds are available in Acct. #0918/195010 5777 C0610.
- 1b. Authorize the NFCC to issue Change Orders on contract for a total not to exceed \$7,470.00.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with AAIS (Asbestos Abatement & Insulation Services Corp.) for the Norwalk High School Wall Panel removal and remediation project for a total not to exceed \$94,432.00. Acct. #0918/195010 5777 C0610.
- 2b. Authorize the NFCC to issue Change Orders on contract for a total not to exceed \$9,432.00.

X. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

PLANNING COMMISSION	M/C	Nwlk. Code 79
JOHN LESKO (U)		Term Expires 07/01/2023
5 East Wall Street		
Norwalk, CT 06851		

REAPPOINTMENTS

BIKE WALK COMMISSION	M/C	Nwlk. Code 20-01
CHRISTINA T. BISCEGLIE (D)		Term Expires 06/30/2022
80 County Street, 1A		
Norwalk, CT 06851		
 BARBARA MCCABE (U)		 Term Expires 06/30/2022
67A Riverside Avenue		
Norwalk, CT 06850		

**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**

Mayor Rilling called the meeting to order at 7:38 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. Colin Hosten Ms. Barbara Smyth	Mr. Michael Corsello Mr. Nicholas Sacchinelli
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Ms. Darlene Young	Mr. Ernest Dumas
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. Douglas Hempstead	Mr. George Tsiranides
District E:	Mr. John Igneri	Mr. Thomas Livingston

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

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: June 11, 2019

The following corrections were made:

Page 1: Correct attendance to reflect that Mr. Hosten was absent and not Ms. Siegelbaum

Page 3: Correct the spelling of Brien McMahon High School

Page 4: Mr. Burnett should read Mr. Tsiranides

**** MR.IGNERI MOVED TO ACCEPT THE MINUTES AS AMENDED
** MOTION PASSED WITH TWO (2) ABSTENTIONS (MR. HOSTEN AND
MS. YOUNG)**

III. PUBLIC PARTICIPATION

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

Mr. Richard Bonenfant said he was here along with the president of the Exchange Club if anyone had questions.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS:

**** MR. SACCHINELLI MOVED TO APPROVE THE FOLLOWING
APPOINTMENTS TO THE OAK HILLS PARK AUTHORITY**

**MICHAEL J. DEPALMA, OAK HILLS PARK AUTHORITY
JOHN C. GOODCHILD, OAK HILLS PARK AUTHORITY
ISAAC W. STORANDT, OAK HILLS PARK AUTHORITY
DARIUS L. WILLIAMS, OAK HILLS PARK AUTHORITY**

Mr. Sacchinelli spoke in support of the appointments and specifically about Mr. DePalma who served on the Common Council.

Mr. Kydes spoke in support of the appointments and specifically about Mr. DePalma. He said this is a well-rounded group.

Mr. Corsello said they were all good choices.

Mr. Burnett thanked the former members of the Oak Hills Park Authority who were rotating off the Authority. He spoke in support of Mr. Williams' appointment.

Mr. Hosten spoke in support of the appointments and said he was very impressed by the diversity of experience.

Mr. Hempstead spoke in support of Mr. DePalma and said he is dedicated to Norwalk.

Ms. McIendrez spoke in support of Mr. DePalma and Mr. Williams.

Ms. Young spoke in support of Mr. Williams and said he was a dedicated young man.

Mr. Dumas spoke in support of Mr. Williams and said he is a great help to the South Norwalk community.

Ms. Smyth spoke in support of Mr. Williams and said he will add a lot to the Oak Hills Park Authority.

Mayor Rilling thanked the members of the Oak Hills Park Authority who termed out. He spoke in support of the appointments.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

**** MR. KYDES MOVED TO APPROVE THE FOLLOWING
REAPPOINTMENT TO THE OAK HILLS PARK AUTHORITY:**

RAEANN BROMARK, OAK HILLS PARK AUTHORITY

Mr. Kydes spoke in support of Mr. Bromark's reappointment.

Mr. Hosten spoke in support of Ms. Bromark's reappointment and said she is a great asset.

**** MOTION PASSED UNANIMOUSLY**

Ms. King administered the Oath of Office.

MAYOR'S REMARKS:

Mayor Rilling announced upcoming events in the City of Norwalk. He reminded residents that school is out and to drive carefully.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Livingston reminded everyone that the plastic bag ban goes into effect in two weeks.

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none.

APPOINTMENTS: There were none.

REAPPOINTMENTS: There were none.

B. CONSENT CALENDAR:

**** MS. MELENDEZ MOVED THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: JUNE 13, 2019.

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED JUNE 13, 2019.

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

4. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS IN ACCORDANCE WITH CITY PROCUREMENT GUIDELINES FOR THE SUPPLY OF PERSONAL COMPUTERS WORKSTATIONS, LAPTOPS, RUGGEDIZED DATA TERMINALS, TABLETS, AND OBSOLETE ASSET DISPOSAL, ACCORDING TO CITY IT DEPARTMENT SPECIFICATIONS FOR AN AMOUNT NOT TO EXCEED \$195,000.00, ACCOUNT 09201370-5777-C0375 (BUDGETED IT CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

5. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO TOTAL COMMUNICATIONS, STATE OF CONNECTICUT CONTRACT 18PSX0202, FOR THE SUPPLY AND INSTALLATION OF CISCO ROUTERS AT EACH FIRE STATION FOR AN AMOUNT NOT TO EXCEED \$26,448.76, ACCOUNT 09201370-5777C0375 (BUDGETED 2019/2020 IT CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

6. A) AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO CONNECTION PUBLIC SECTOR SOLUTIONS FOR THE SUPPLY AND INSTALLATION OF A STORAGE AREA NETWORK FOR NORWALK POLICE PER QUOTATION 24814178.03-W1, NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT# NCPA 01-44, FOR AN AMOUNT NOT TO EXCEED \$53,173.47, ACCOUNT 09201370-5777-C0375 (BUDGETED IT 2019/2020 CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

B) AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO TOTAL COMMUNICATIONS, STATE OF CT CONTRACT 18PSX0202, FOR THE SUPPLY OF 2 NEXUS 10 GIG SWITCHES FOR NORWALK POLICE FOR AN AMOUNT NOT TO EXCEED \$13,206.00, ACCOUNT 09201370-5777-C0375 (BUDGETED IT 2019/2020 CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

7. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO THE LOWEST AUTHORIZED RESELLER FOR THE SUPPLY OF WINDOWS AND DATABASE SERVER SOFTWARE LICENSE UPGRADES FOR AN AMOUNT NOT TO EXCEED \$142,000.00, ACCOUNT 09201370-5777-C0375 (BUDGETED IT CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH THE EXCHANGE CLUB OF NORWALK, CT FOR THE PARKING AT CALF PASTURE BEACH, SHADY BEACH, MARVIN SCHOOL AND TAYLOR FARM FOR ANNUAL NORWALK INTERNATIONAL IN-WATER BOAT SHOW TO BE HELD THURSDAY, SEPTEMBER 19, 2019 THROUGH SUNDAY, SEPTEMBER 22, 2019 FOR A SUM NOT TO EXCEED \$5,000.00. ACCOUNT #014118-5258.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH THE BMHS BAND PARENTS, INC. FOR THE USE OF BRIEN MCMAHON HIGH SCHOOL FOOTBALL FIELD FOR THE ANNUAL CELEBRATION OF SOUND TO BE HELD SATURDAY,

SEPTEMBER 14, 2019 FROM 2:00 PM – 9:00 PM. SET UP TO BEGIN AT 9:00 AM WITH TEAR DOWN NO LATER 10:00 PM.
ESTIMATED ATTENDANCE 7,500

C. ORDINANCE COMMITTEE

1. APPROVE NEW SECTIONS TO CHAPTER 42A – FIRE PREVENTION:

- § 42A-7 INSPECTIONS BY FIRE MARSHAL
- § 42A-8 ABATEMENT OF FIRE HAZARDS: ORDER TO REMOVE OR REMEDY; PENALTIES; NOTIFICATION OF OFFICIALS; ORDER TO VACATE; REVIEW BY STATE FIRE MARSHAL

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH NEWFIELD CONSTRUCTION, INC. AS THE CONSTRUCTION MANAGER (CM) FOR THE NORWALK HIGH SCHOOL CULINARY PROGRAM EXPANSION AND TOILET ROOMS RENOVATION PROJECT, TO ACCEPT THE GUARANTEED MAXIMUM PRICE (GMP) FOR A TOTAL NOT TO EXCEED \$4,968,695.00. FUNDS ARE AVAILABLE IN ACCT. #0918/195010 5777 C0610.

1B. AUTHORIZE THE NFCC TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$248,435.00.

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH HAMPDEN ENGINEER, CORP. FOR THE NORWALK HIGH SCHOOL SCOREBOARD REPLACEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$106,250.00 FUNDS ARE AVAILABLE IN ACCT. #09/18195010 5777 C0610.

2B. AUTHORIZE THE NFCC TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$10,625.00.

3. AUTHORIZE TO INCREASE THE CONTRACT CONTINGENCY WITH J.A. ROSA CONSTRUCTION, LLC FOR THE NORWALK HIGH SCHOOL FREIGHT ELEVATOR IMPROVEMENT PROJECT FOR AN ADDITIONAL \$24,800. 09185010 5777 C00610.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

E. PERSONNEL COMMITTEE

**** MS. SMYTH MOVED TO APPROVE THE FOLLOWING ITEM:**

1. APPROVAL OF AND VOTE ON REVISED ORDINANCE PAY PLAN SCHEDULE.

Ms. Smyth reviewed the item. She said that last year when they approved the bonus pool, they charged the Human Resources department to create an evaluation system. It has been set in place. The second part of the plan is to create pay equity for employees. She commended the Human Resources department working with the Mayor's Office.

Mr. Hempstead asked if the discretionary fund will become obsolete with the implementation of the step system. Mr. Burney said it will not make the discretionary fund obsolete.

Mayor Rilling thanked Mr. Burney and the Personnel Committee. He said it becomes a moral issue when two people doing the same job are paid different salaries.

**** MOTION PASSED UNANIMOUSLY**

X. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

**** MR. CORSELLO MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA**

**** MOTION PASSED UNANIMOUSLY**

**** MR. CORSELLO MOVED TO APPROVE THE FOLLOWING ITEM:**

RECREATION, PARKS AND CULTURAL AFFAIRS

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH FIELDTURF USA, INC. FOR THE RENOVATION OF THE TENNIS COURTS AT NORWALK HIGH SCHOOL FOR A TOTAL NOT TO EXCEED \$500,000. FUNDS ARE AVAILABLE IN ACCT# 09206030 5777 CO321.

Mr. Kydes spoke in support of the item. Mayor Rilling said this Common Council has been open to making our fields competitive to fields in other cities.

**** MOTION PASSED UNANIMOUSLY**

XI. ADJOURNMENT

**** MR. HEMPSTEAD MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:20 p.m.

ATTEST: _____
Donna King, City Clerk

John Lesko

5 East Wall Street, Norwalk, CT 06851

leskofuneralhome@gmail.com

(203) 912-0375



Summary of Qualifications

*Fifth Generation Funeral Director /Master Embalmer, licensed in Connecticut.

*I offer over 30 years of proven management skills for multi-location funeral service business, including; H.R, motor equipment scheduling, A.P. / A.R., as well as cost effective accounting solutions.

*Experienced at sales presentations, Preneed sales with well over a million dollars to date and experienced public speaker.

Experience:

Owner / Director

Hoyt-Cognetta / Lesko Funeral Home in Historic Norwalk: 2018-present

Managing Funeral Director: HOYT-Cognetta Funeral Home & Crematory. 2011-2018

5 East Wall Street, Norwalk, CT. 06851

Manage and operate all aspects of the Funeral Home including; Preneed consultations and sales. At need arrangements, organization and conducting personalized funeral ceremonies, embalming, dressing and cosmetology.

Licensed Funeral Director / Team Leader

Abriola Parkview Funeral Home, LLC. 2009 - 2011

419 White Plains Road, Trumbull, CT 06611

Responsibilities included the oversight and coordinating a team of Directors. Meet with clients to gather information, conduct sales, and arrange for all aspects of the personal service discussed. Direct funeral ceremonies, Complete and file legal documentation in accordance with State Laws.

President of Corporation / Managing Member

John S. Lesko and Son, Inc

Fairfield Executive Livery, LLC. (1985 – 1990)

1209 Post Road, Fairfield, CT 06824

I retired as the President of John S. Lesko & Son Inc., in 2003. During my tenure, I had been responsible for the business growth to a multi-facility operation. Involved in all day to day coordination of personnel, sales, purchasing, meeting with clients, conducting services and after care program. Over saw the scheduling and maintenance of automotive equipment. Wrote and reviewed daily reports as well as, A/R, A/P for quarterly meeting with accountant.

Education

Associate degree in Business and Mortuary Science, 1981

Mt. Ida College, formerly New England Institute of Applied Arts and Sciences

Braintree, MA. Fairfield College Preparatory School, Fairfield, CT

CHRISTINA T. BISCEGLIE

80 County Street, 1A
Norwalk, CT 06851
(203) 854-9723



QUALIFICATIONS:

- Excellent interpersonal skills for collaborative working relationships.
- Strong advocate of positive change, performance excellence and continuous improvement.
- Highly analytical with a strict attention to detail and accuracy.
- Culturally competent
- Working knowledge of the Spanish language
- Successful history of assisting, supporting youth and their families

WORK EXPERIENCE:

1995 - Present

STAMFORD PUBLIC SCHOOLS, Stamford, CT
HIGH SCHOOL GUIDANCE COUNSELOR

- Leadership role. Helped start and build inter-district public magnet high school
Program Development, Curriculum input
100 of hours of professional development, curriculum, instruction, differentiated learners,
Award winning, school to Career, Nominee for Stamford Education Foundation Best educator in SPS.
Recognized for bringing college, career social development program Naviance to the district
Assist students with any needs that arise in a school day. Advocating, resourceful for both children,
teachers, administration, families.
Assist students with course selection and career counseling.
- Function as coach and mentor to encourage students to achieve academic excellence.
- Provide substance abuse counseling and crisis intervention.
- Establish educational partnerships between students, teachers, administrators and parents.
- Combine academic counseling, career direction, discipline and behavioral modification to achieve a
balanced approach to student development.
- Key catalyst in the start-up of an information technology curriculum.
- Liaison with several community agencies, including but not limited to CT DCF, Mid Fairfield Child
Guidance, Exchange Program, St Luke's Life Works, Domus AIC, Stamford Juvenile Probation, and
Stamford Police, Kids In Crisis Counselor
- Formed the Stamford Coalition For Respect. District Initiative to support LGBT youth and their parents
- Planned, hosted several forums with Internationally recognized speaker for LGBT youth at all four SPS
high schools

2002 - 2013

NORWALK COMMUNITY COLLEGE, Norwalk, CT
REFERENCE LIBRARIAN

- Assist students with research using internet searches, electronic resources and database access through
booth individual and classroom instruction.
- Participate in reference and collection development while working directly with the faculty.
- Provide patrons with bibliographic instruction and database searches.
- Work in collaboration with library staff, instructors and students to facilitate information gathering and
research.
- Utilize various resources, including medical information, online tutorials, web-based course offerings,
and collaborative teaching with college faculty.
- Selected to maintain electronic content resources and update/deliver advanced reference assistance.

1995 - 1999

CONNECTICUT RENAISSANCE, Norwalk, CT
PSYCHO-EDUCATIONAL COUNSELOR

- Worked with court referred substance abuse clients as an alternative to incarceration.
- Directed a ten week psychosocial educational group to facilitate the return of clients to a mainstream
environment.

DUI GROUP FACILITATOR

- Mandated clientele by CT courts for DUI violation, ten week educational group.

1992 - 1995

CITY OF NORWALK, *Social Services*, Norwalk, CT

CASE MANAGER/TEAM SUPERVISOR

- Functioned as a job coach/career counselor to assist clients with job skills and meaningful employment.
- Developed partnerships with area businesses and non-profits to create job opportunities. Referral to substance abuse treatment facilities around the state.

1978 - 1981

FORDHAM UNIVERSITY LIBRARY AND LAW LIBRARY, New York, NY

ACQUISITION DESK AND PERIODICALS ASSISTANT

- Registered and distributed materials and assisted students with research.

EDUCATION:

SOUTHERN CONNECTICUT STATE UNIVERSITY, New Haven, CT

Master of Library Science, Connecticut Certified School Media Specialist, 2001

FAIRFIELD UNIVERSITY, Fairfield, CT

60 Credit Master of Arts in EDUCATION, Dual Certification - Agency and School Counseling, 1993

FORDHAM UNIVERSITY, New York, NY

Bachelor of Arts in PSYCHOLOGY

COMMUNITY/VOLUNTEER WORK:

- Fundraising for Multiple Sclerosis Bike Ride 2001-2005
- Paul Newman's Hole in the Wall Gang Camp – Angel Ride- Raised over \$1,000 two-day bike ride
- Committee for Marginalized People 2005 Norwalk Chief of Fire and members of the City of Norwalk Human Service
- Bike New York – Taught children how to ride bicycles with “balance” method.
- Harlem NYC and Rockaways
- Rockaway Waterfront Alliance –Superstorm Sandy Relief efforts. 2012
- Assisted with grant reading for WorkPlace Inc. Youth employment program 2015
- League of Women Voters – Norwalk Chapter. Steering Committee member. Secretary. 2013-2018
- St. Philips Church – Norwalk CT – Usher 2016-2018
- Norwalk NAACP – Executive Board Member 2016-2018

AFFILIATES:

- American School Counselor Association
- League of Women Voters
- National Association of Colored People (NAACP)

Awards:

References available upon request

Barbara McCabe, APRN
67A Riverside Avenue
Norwalk, CT 06850
203.849.3322
bmccabeaprn@gmail.com



Education:

Pace University, Pleasantville, New York
Leinhard School of Nursing
Master of Science, September 1996

College of New Rochelle, New Rochelle, New York
School of Nursing
Bachelor of Science in Nursing, May 1994

Norwalk Community College, Norwalk, Connecticut
Associate in Science, Nursing, May 1984

Employment:
2017 – Present

Medical Consultant for Americares Free Clinics and Americares Foundation
Quality Improvement Projects throughout Clinic system. Interviewer for
Emergency Response Cadre applicants. Diabetic instructor at Americares
Stamford Clinic.

1997-2017

Americares Free Clinics, Inc., Stamford, CT
Clinic Director, AmeriCares Free Clinic of Norwalk
Responsible for the quality, continuity and coordination of care for all clinic
patients. Responsible for managing the operating budget. Supervise clinic
sessions including screening process, medical evaluation and care, utilization of
community resources and organization/flow of sessions. Collaborate with
volunteer physicians and supervise volunteer support staff. Provide orientation
and leadership for staff. Evaluate paid and volunteer staff's clinical and
interpersonal skills and provide mentoring and skill development as appropriate.
Assure compliance with licensing and regulatory agencies including
implementation of infectious disease guideline and OSHA standards.
Initiate/participate with policies, procedures, clinic protocol, peer review process
and QIP.

1984-1997

Greenwich Hospital, Greenwich, Connecticut
Staff Nurse
Experience in in-patient medical/surgical unit, operating room, outpatient
procedure/surgical unit, and G.I. lab. Limited experience in ICU and E.R.

Affiliations:

St Paul's Race and Social Justice Coalition 2019-
Aspetuck Land Trust member 2018 –
Norwalk Pedestrian Committee 2018 –
NorWALKer Task Force 2012 - 2017
Fairfield County Nurse Practitioner/P. A. Group 2005 -
American Association of Diabetes Educators 2001-
American Red Cross - Disaster Action Team member; Disaster Health Services
Instructor. 3/02 – 11/06

Certifications:

Certified by the American Nurses Association as Family Nurse Practitioner (1996
– present) and Advanced Diabetes Management Nurse Practitioner (2009 –
2014).

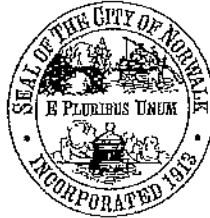
Awards:

Mid-Fairfield County Chapter of American Red Cross
Disaster Services Volunteer of the Year 2002
Connecticut Nurses Association - Florence Wald Award for Outstanding
Contributions to Nursing Practice 1998
Norwalk Hospital Kneissl Award for Exemplifying the Spirit of Nursing 1984

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125



TEL: (203) 854-7750
FAX: (203) 854-7901

VI.A

July 2, 2019

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut 06851

**Re: Agreement - Use of 334 Wilson Ave for Eversource Maintenance Project
and Use of 319 Wilson Avenue for Alternate Space for Buses**

Dear Ladies and Gentlemen:

As you know, Eversource is in the process of conducting major maintenance on its electrical infrastructure throughout the City of Norwalk. Last fall, Eversource performed a maintenance project involving the replacement of underground cable facilities (the "1800 Line Maintenance Project") at 332-334 Wilson Avenue, Norwalk, Connecticut (the "334 Property") out of which the school bus company, First Student, Inc. ("First Student") operates.¹ I, on behalf of the City and the BOE, and in coordination with Thomas Hamilton and Johanna Zanvettor, worked with Eversource and other stakeholders (i.e., First Student and Wilson) to put an agreement in place designed to limit any interruption to First Student's school busing operations and our school system, and address liability/risk allocations issues in connection with Eversource's 1800 Line Maintenance Project. That agreement was authorized by both the BOE and Common Council and subsequently executed by all parties.

Eversource is now in the process of performing a maintenance on its 1608 Line (the "1608 Line Maintenance Project") which is also located on the 334 Property. The various stakeholders referenced above met earlier this year to discuss the 1608 Line Maintenance Project. The product of that meeting is the attached agreement (the "1608

¹ First Student is a sub-tenant of the City and BOE. The City and BOE leases the 334 Property from 332 Wilson Avenue, LLC (the "Wilson").

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
July 2, 2019
Page 2

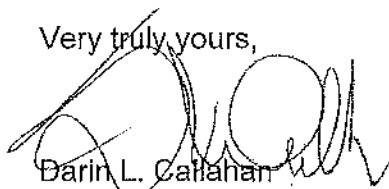
Line Agreement") which is similar in all material respects to the agreement executed last fall in connection with the 1800 Line Maintenance Project.

The 1608 Line Agreement has been approved by Eversource and First Student's counsel. The Agreement is being presented for approval by the BOE. Based on the foregoing, I am recommending that the Common Council approve the Agreement for execution with the following Authorization:

Authorize the Mayor, Harry W. Rilling, to execute the "Agreement - Use of 334 Wilson Ave for Eversource Maintenance Project and Use of 319 Wilson Avenue for Alternate Space for Buses" (the "Agreement") by and between the City of Norwalk, the Norwalk Board of Education, First Student, Inc., and Connecticut Light and Power Company d/b/a Eversource Energy concerning Eversource's 1608 Line Maintenance Project, and the "Side Letter Agreement" annexed to the Agreement as Exhibit 1.

If you have any questions or concerns, please contact me at 203-854-7915.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Darin L. Callahan', is written over a horizontal line.

Darin L. Callahan
Assistant Corporation Counsel

Agreement - Use of 334 Wilson Ave for Eversource Maintenance Project and Use of 319 Wilson Avenue for Alternate Space for Buses

This Agreement is made as of the 28th day of May, 2019 by and between the City of Norwalk, a municipal corporation located in the County of Fairfield and State of Connecticut (the "City"), the Norwalk Board of Education, a public school district located in the County of Fairfield and State of Connecticut (the "Board"), First Student, Inc., a Delaware corporation having an office in the City of Cincinnati, State of Ohio ("First Student") and The Connecticut Light and Power Company d/b/a Eversource Energy, a specially chartered corporation having an office in the Town of Berlin, County of Hartford and State of Connecticut ("Eversource").

WITNESSETH:

WHEREAS, the City and Board are lessees and joint tenants, of the property at 332-334 Wilson Avenue, Norwalk, Connecticut (the "334 Property") owned by 332 Wilson Avenue, LLC and the City and the Board sub-lease the 334 Property for student school bus transportation purposes to their sub-tenant First Student; and

WHEREAS, Eversource has a perpetual easement and right of way, for its existing underground transmission line facilities (which include underground cables, associated duct banks and splice vaults) that are installed in the 334 Property, which is recorded in the City of Norwalk Land Records in Volume 513 at Page 176 (the "Easement"); and

WHEREAS, Eversource has a planned maintenance project that includes replacement of underground cable facilities (the "Project"), which will involve various work tasks for which Eversource's contractors will need to use and occupy portions of the 334 Property; and

WHEREAS, Eversource, the City, the Board, and First Student seek to avoid whenever possible, and otherwise minimize the impact to the City, the Board, and the First Student's school bus transportation operations at the 334 Property from the Project work and to also allow such work to proceed in a safe and orderly fashion; and

WHEREAS, Eversource owns property at 319 Wilson Avenue, Norwalk (the "Eversource Property") that is diagonally across the street from the 334 Property; and

WHEREAS, Eversource has proposed that the City, the Board and First Student use the Eversource Property for parking, staging and storage of First Student's school buses to compensate for Eversource's use and occupation of portions of the 334 Property during the Project work; and

WHEREAS, the City, the Board, and First Student have agreed to use the Eversource Property for parking, staging and storage of up to, but not to exceed, fifteen (15) of First Student's buses in accordance with the terms below.

NOW THEREFORE, Eversource, the City, the Board and First Student agree as follows:

1. Eversource's Contractor's use and occupation of the 334 Property during the Project work shall comply with all applicable Eversource standards and requirements. In addition, while on site at the 334 Property, Eversource shall, and shall cause its employees, agents, contractors and subcontractors, to comply with all applicable laws and regulations, Eversource's Contractor Work Rules and Eversource's Best Management Practices (Environmental Requirements). Eversource and its contractor shall use all reasonable efforts to perform the work in accordance with the dates and times set forth in the Work Schedule in the Side Letter Agreement (the "Work Plan") annexed hereto as **Exhibit 1** and incorporated by reference herein, and the associated Work Site Areas as identified in the Work Site Map annexed hereto as **Exhibit 2** and

incorporated by reference herein. If, notwithstanding such efforts, unforeseen circumstances arise that delay or impact the work such that the work cannot be completed in accordance with the Work Schedule and the associated Work Site Areas, the parties will work together in good faith to incorporate reasonable revisions to the Work Schedule and the associated Work Site Areas to allow completion of the work.

2. During the dates and times of use and occupation of the 334 Property by Eversource, First Student shall not park its buses in the applicable restricted parking areas as identified in the map annexed hereto as **Exhibit 2** and incorporated by reference herein. Notwithstanding the foregoing, First Student shall at all times be able to safely operate and maneuver its buses around the entire building on the 334 Property as well as access its fueling station on said property. It is understood and agreed that First Student's school bus transportation operation, and the Norwalk Public School Transportation Program, depends upon the timely mobilization of the First Student bus fleet in and out of the 334 Property during weekday mornings and afternoons while school is in session, and that at all times Eversource's contractors shall make all reasonable efforts to avoid interruption of said mobilization activities, including (without limitation) concerning ingress and egress of the buses from the 334 Property.

3. The 334 Property is made available to Eversource and Eversource's contractors on an "AS IS" "WHERE IS" basis and First Student makes no warranty of representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, suitability or fitness for a particular purpose.

4. During the dates and times of use and occupation of the 334 Property by Eversource's contractors, First Student shall have exclusive use of the Eversource Property for parking, staging and storage of its buses (for up to 15 buses). Eversource previously made

improvement to the Eversource Property and those improvements will be maintained for the duration of the Project.

5. Eversource shall reimburse the First Student for all its reasonable and documented business interruption expenses caused by Eversource's use and occupation of the 334 Property. These expenses may include, but are not limited to, the following categories of business interruption expenses: incremental additional costs for refueling operations resulting from parking, storage and staging of buses at the Eversource Property; and increased labor costs due to the movement of buses from lot to lot; and any liquidated damages reasonably assessed due to delays or disruptions caused solely by the Project Work.

6. During the dates and times of use and occupation of the 334 Property by Eversource, Eversource shall provide at its sole cost and expense, personnel for security, safety, traffic purposes as more specifically set forth in the Side Letter Agreement.

7. Upon expiration of the use and occupancy by Eversource of the 334 Property, to the extent that the Project work and/or Eversource's and its contractors' associated activities have caused any damages to the 334 Property, Eversource shall restore the 334 Property to the condition existing prior to commencement of this Project.

8. Eversource shall indemnify, defend and hold harmless the City, the Board, First Student, and their respective officials, employees, agents, directors, boards, officers and representatives (each, an "Indemnified Party" and collectively, "Indemnified Parties"), from and against any and all claims, damages, costs and liabilities of any nature or kind, including reasonable attorney's fees, that may arise out of, or relate to (a) the negligent, willful or wanton acts or omissions of Eversource, its employees, agents, contractors, subcontractors, and invitees of Eversource who are at the 334 Property at the request of Eversource; (b) the Project work at

the 334 Property (c) the use and occupancy of the Eversource Property by the City and First Student as described herein; (d) any mechanic's liens brought or filed against the 334 Property in connection with the Project by any contractors or subcontractors of Eversource; and (e) the use, generation, storage, treatment, release, on- or off-site disposal or transportation of a Hazardous Substance (defined below in this Section 8) on, into, from, under or about the 334 Property caused or permitted by Eversource, its employees, agents, contractors, subcontractors, or invitees in connection with the Project. This indemnity shall not be limited by any insurance coverage provided, or any term or condition of this Agreement, other than as set forth in this Section 8. This indemnity shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, the obligation for Eversource to indemnify, defend and hold harmless the Indemnified Parties set forth in this Section shall not apply to any claims, damages, costs or liabilities to the extent caused by the negligence or intentional misconduct of any one or more of the Indemnified Parties; provided that the foregoing limitation shall not in any way alter the rights and obligations of the parties with respect to the apportionment of liability under applicable comparative negligence law; and provided further that Eversource's obligation to indemnify, defend and hold harmless the Indemnified Parties set forth in this Section shall not apply to any claim, damage, cost or liability if the negligence and/or intentional misconduct of one or more of the Indemnified Parties (individually or collectively) constitutes more than fifty percent (50%) of the cause of such claim, damage, cost or liability.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Connecticut, or the United States government. "Hazardous Substance" includes any and all material or substances that are

defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to State of Connecticut, federal or City of Norwalk governmental law. "Hazardous Substance" also includes asbestos, polychlorobiphenyls (i.e., PCB's) and petroleum.

9. Eversource agrees to maintain commercial general liability insurance coverage with respect to use of the Eversource Property as described herein by the City, the Board and First Student for school bus parking, staging and storage activities as set forth herein for the duration of such use of the Eversource Property. Eversource shall cause the City, the Board and First Student to be added as additional insureds on the Eversource's commercial general liability insurance policy, with a single policy limit of Three Million Dollars (\$3,000,000.00), written on a claims-made basis, to provide insurance coverage for the Eversource's obligations set out in this Section 9. Eversource shall maintain such commercial general liability policy for three (3) years after termination of this Agreement pursuant to Section 13 below. Eversource shall provide the City with evidence that Eversource has such insurance coverage upon the City's requests therefor. Eversource shall be entitled to satisfy all or any portion of the requirement under this Section 9 to provide liability insurance coverage by means of Eversource's self-insurance coverage program, provided that Eversource submits to the City documentary evidence of such self-insurance program at the time it submits evidence of its insurance coverage provided by insurance carriers.

10. Eversource shall bear the entire risk of loss to its equipment, tools, vehicles, materials, supplies and all other personal property (collectively, "Project Equipment") of Eversource and its contractors located at the 334 Property in connection with the Project. Neither First Student nor the City and the Board will have any liability for any damage,

destruction, disappearance, theft or loss of any Project Equipment. Eversource shall indemnify and hold First Student and City and Board harmless from any and all damages, loss, claims, causes of action or expenses arising directly or indirectly from Eversource or Eversource's contractors storing items of personal property on the 334 Property in connection with the Project. Notwithstanding anything in the foregoing, the requirement for Eversource to bear the entire risk and for Eversource to provide indemnity as set forth in this Section 10 shall not apply if the damage to, or destruction of, the Project Equipment results from an accident involving a First Student bus and First Student and/or the operator of First Student's bus are (is) more than fifty percent (50%) at fault for such accident. The indemnity set forth in this section shall survive the earlier expiration or termination of the Agreement.

11. First Student agrees to maintain commercial comprehensive automobile liability coverage, including all owned, non-owned, and hired vehicles, with a combined single limit for bodily injury and property damage of Three Million Dollars (\$3,000,000.00) per accident, written on an occurrence basis, with respect to its use of the Eversource Property as described herein as an alternate location for a portion of its school bus parking, staging and storage activities as set forth herein, for the duration of First Student's use of the Eversource Property. First Student shall provide Eversource with evidence that First Student has such insurance coverage upon Eversource's requests therefor. First Student shall be entitled to satisfy all or any portion of the requirement under this section 11 to provide auto liability insurance coverage by means of First Student's self-insurance coverage program, provided that First Student submits to Eversource documentary evidence of such self-insurance program at the time it submits evidence of its insurance coverage provided by insurance carriers.

12. This Agreement is subject to the Easement for its transmission facilities on the 334 Property.

13. This Agreement shall remain in effect until completion of the Project work and completion of any associated restoration work to repair any damage to the 334 Property caused by the Project work and this Agreement shall terminate upon such completion, except as otherwise provided herein.

14. In the event of a conflict or inconsistency between the terms of this Agreement and any side letter, exhibit or documents incorporated herein, the terms of this Agreement shall control.

15. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one in the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile, portable document format ("PDF") or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The signature of any party on this Agreement by telecopier, facsimile, PDF or other electronic means is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any telecopier, facsimile or other electronic signature is to be re-executed in original form by the party which executed the telecopier, facsimile, PDF or other electronic signature. No party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that

any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.

IN WITNESS WHEREOF, the City of Norwalk, the Norwalk Board of Education, The Connecticut Light and Power Company d/b/a Eversource Energy and First Student, Inc. have caused these presents to be signed by their respective proper and authorized officers this _____ day of June, 2019.

CITY OF NORWALK

By: _____

Its _____

Duly Authorized

[End of Page]

THE NORWALK BOARD OF EDUCATION

By: _____

Its _____

Duly Authorized

**THE CONNECTICUT LIGHT AND POWER
COMPANY d/b/a EVERSOURCE ENERGY**

By: _____

Its _____

Duly Authorized

FIRST STUDENT, INC.

By: _____

Its _____

Duly Authorized

Exhibit A

Schedule of Work Activities - Vault 15

See attached schedule.

May

(REV O BASELINE 5-17-19)

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 Memorial Day NO WORK	28 Spring Equinox Observation	29	30	31	

June

(REV 0 BASELINE 5-17-19)

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Vacuum Cill from MH 15	4 Vacuum Out from MH 15	5 Remove Splice from MH 15	6 Remove splice from MH 15	7 Remove cable from MH 15	8 Remove cable from MH 15
9	10 Remove cable from MH 15	11 Remove cable from MH 15 & Install Hardware	12 Remove cable from MH 15 & Install Hardware	13 Cleaning and inspecting the conduit at MH 15	14 Cleaning and inspecting the conduit at MH 15	15 Cleaning and inspecting the conduit at MH 15
16	17	18	19 Video inspection of Conduit MH 15	20 Video inspection of Conduit MH 15	21 Video inspection of Conduit MH 15	22 Pressure Test MH 15 (24 hrs)
23 Pressure Test MH 15 (24 hrs)	24 Pressure Test & Pull Vacuum Empty Pipe MH 15 (24 hrs)	25 Pressure Test & Pull Vacuum Empty Pipe MH 15 (24 hrs)	26 Pull Cable MH 15	27 Pull Cable MH 15	28 Pull Cable MH 15	29 Pull Cable MH 15
30 Pull Cable MH 15						

July

(REV 0 BASELINE 5-17-19)

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Pull Cable MH 15	2 Pull Cable MH 15	3 Pull Cable MH 15	4 4th of July <u>NO WORK</u>	5	6 Pull Cable MH 15 (15:00-18:00)
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23 Splice MH 15 24 Hrs	24 Splice MH 15 24 Hrs	25 Splice MH 15 24 Hrs	26 Splice MH 15 24 Hrs	27 Splice MH 15 24 Hrs
28 Splice MH 15 24 Hrs	29 Splice MH 15 24 Hrs	30 Splice MH 15 24 Hrs	31			

August

(REV 0 BASELINE 5-17-19)

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16 Final Vaccines with 15 (24 hrs)	17 Final Vaccines with 15 (24 hrs)
18	19 Oil Filling Operation with 15 (24 hrs)	20 Oil Filling Operation with 15 (24 hrs)	21 Oil Filling Operation with 15 (24 hrs)	22 Oil Filling Operation with 15 (24 hrs)	23 Oil Filling Operation with 15 (24 hrs)	24
25	26	27	28	29	30	31

September

(REV 0 BASELINE 5-17-19)

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9 SEPTEMBER DAYS	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



Exhibit 1 – Side Letter Agreement

See attached pages for Side Letter Agreement.



P.O. Box 270
Hartford, CT 06141

May 20, 2019

Representatives of 332 Wilson Avenue LLC
Representatives of First Student, Inc. ("First Student")
Representatives of The City of Norwalk
Representatives of The Norwalk Board of Education

RE: Eversource Work Plan and Side Letter Agreement for the 1608 Line Reconductoring Project on 332 Wilson Avenue, Norwalk, CT

Thank you for your cooperation as The Connecticut Light and Power Company dba Eversource Energy ("Eversource") undertakes this important maintenance work on the 1608 transmission line.

This side letter agreement sets forth agreements made, as of the 28th day of May, 2019, between Eversource, 332 Wilson Avenue LLC, First Student, the City of Norwalk, and the Norwalk Board of Education relative to Eversource's 1608 Line Reconductoring Project during our recent discussions. This Project will require Eversource to access and perform activities at an underground vault (Vault 15) located on the south side of the property located at 332 Wilson Avenue, all of which is allowed by Eversource's existing recorded easement.

The scope of work at 332 Wilson Avenue will include:

- Draining oil (approx. 2 day of work – 5 buses to be relocated)
- Cutting the splice (approx. 2 day of work – 5 buses to be relocated)
- Removing the existing cable (approx. 5 days of work – 15 buses to be relocated)
- Installing new hardware (approx. 2 day of work – 5 buses to be relocated)
- Cleaning and inspecting the conduit (3 days – 5 buses to be relocated)
- Video inspection of conduit (3 days – 5 buses to be relocated)
- Spot Nitrogen Tube Trailer, continue conduit inspection and pressure test conduit (4 days – 15 buses to be relocated)
- Vacuuming of empty pipe (2 days – 5 buses to be relocated)
- Setting up and pulling in new cable (approx. 8 days – 15 buses to be relocated)
- Splicing the new cable (approx. 8 days – 5 buses to be relocated)
- Vacuuming the new cable, fill line and re-pressurize (approx. 7 days - 5 buses to be relocated)

Schedule:

- Eversource has provided 332 Wilson Avenue LLC, First Student, the Norwalk Board of Education, and the City of Norwalk a schedule of work activities occurring on site between May 27, 2019 and September 13, 2019, updated as of 5-17-19. See attached Exhibit A.
- As provided, the Project will need relocation of up to 15 buses for approximately 17 days and relocation of up to 5 buses for approximately 26 days.
- If the schedule for work at 332 Wilson Avenue needs to change based upon unforeseen circumstances Eversource will endeavor to provide 24-hour advance notice of the schedule change.
- Please note some activities in the schedule are weather dependent and changes to the schedule may be necessary due to weather events.

Access to 332 Wilson Avenue:

- Eversource and its contractors will access 332 Wilson Avenue by utilizing the gate on Wilson Avenue.
- Eversource will be given a key to the gates and they must be locked at the completion of every day work is taking place on site, regardless of the presence of First Student employees.

Improvements to 319 Wilson Avenue:

- Eversource owns the parcel at 319 Wilson Avenue and in order to accommodate up to 15 buses that may be relocated from the 332 Wilson Avenue site during Project activities, various physical improvements were made as part of the 1880 Line Project and will be maintained for the 1608 Line Project.
- Locks have been obtained for each gate and First Student shall have and retain the keys for the duration of the Project.
- No fueling activities can take place at 319 Wilson Avenue.

Security:

- Eversource will be providing security for (1) those work activities that take place on 332 Wilson Avenue, (2) buses that are parked at the 319 Wilson Avenue location, and (3) safety for First Student employees crossing between the two Wilson Avenue locations.
- For those work activities that take place on 332 Wilson Avenue security will be parked at the gate and will monitor who is entering the property.
- For 319 Wilson Avenue 24 hours security will be provided on those days when First Student will need to utilize the lot for any of its buses.

First Student Work Hours:

- Eversource will reimburse First Student for any additional work hours incurred by First Student employees relative to moving buses to the 319 Wilson Avenue lot – First Student will provide Eversource with an estimate of those costs.

Work Zone:

- Eversource has provided an aerial showing (1) the area of buses that need to be relocated for approximately 17 days (outlined in orange), (2) the area where the construction cones and tape will be placed to create a safe work zone (outlined in blue), and (3) the area of buses that need to be relocated for approximately 26 days (outlined in red).
- Each afternoon, prior to the day of work, a Project team member will mark out the work area with cones by 3:00 pm for the following work day.
- All construction equipment, materials, and vehicles, with the exception of a splice trailer and a protective manhole cage to be located on top of the vault and a nitrogen tube trailer and a crane located in the work area during certain phases of work, shall be removed from the property daily and the property shall be left in a neat and orderly and secure condition.
- Upon completion of construction activities associated with the Project, Eversource agrees to:
 - Restore the property to a neat and orderly condition, substantially similar to or better than the condition of the property prior to Eversource undertaking the construction work.
 - Repave and restripe any sections of pavement at the property damaged during the course of the work.

Indemnification Agreements:

- Contemporaneously with the execution of this agreement, Eversource is entering into separate agreements with each of (i) 332 Wilson Avenue LLC (and affiliated entities) and (ii) the City of Norwalk, the Board of Education and First Student, pursuant to which Eversource agrees to indemnify the other parties to such agreements with respect to the activities to be conducted by Eversource as described in this agreement.

By signing below, each of Eversource, 332 Wilson Avenue LLC, First Student, The City of Norwalk and The Norwalk Board of Education acknowledge their agreement to the terms of this agreement, including, without limitation, their collective consent to the activities to be conducted by Eversource and its contractors in connection with the Project, as described in this agreement. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one in the same agreement. Delivery of an executed counterpart of a signature page to this agreement by telecopier, facsimile, portable document format ("PDF") or other electronic means shall be as effective as delivery of a manually executed counterpart of this agreement. The signature of any party on this agreement by telecopier, facsimile, PDF or other electronic means is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any telecopier, facsimile or other electronic signature is to be re-executed in original form by the party which executed the telecopier, facsimile, PDF or other electronic signature. No party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this agreement.

Please acknowledge that you accept this agreement by signing the bottom of this letter. Please return the signed copy to Samantha Cloutier at Samantha.Cloutier@eversource.com and mail a hard copy to:

Samantha Cloutier
Eversource Energy
56 Prospect Street
Hartford, CT 06103

Accepted by:

Eversource Representative full name

Eversource Representative Signature

Date

332 Wilson Avenue LLC, By: SMS Manager, LLC, its Manager Representative Full Name

332 Wilson Avenue LLC, By: SMS Manager, LLC, its Manager Representative Signature

Date

First Student Representative Full Name

First Student Representative Signature

Date

City of Norwalk, Representative Full Name

City of Norwalk, Representative Signature

Date

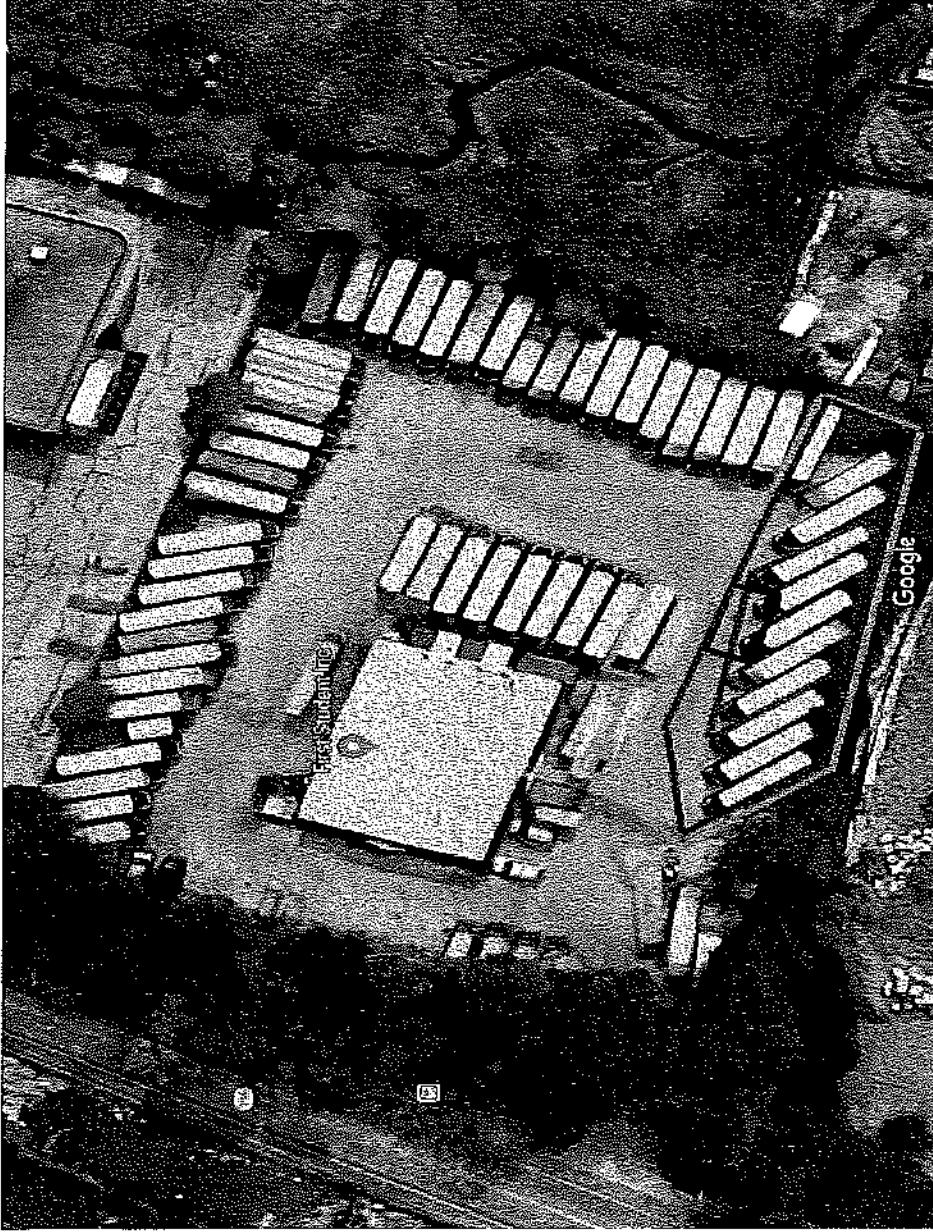
Norwalk Board of Education Representative Name

Norwalk Board of Education Representative Signature

Date

Exhibit 2 – Work Site Map

See attached page for Work Site Map.



The area highlighted in orange represents the maximum amount of space -- or bus spaces -- that will be impacted during the phases of work that require the largest equipment, including during the removal of old and installation of new oil and cable.

The area highlighted in blue represents the approximate space that will be utilized during the work phases that require the largest equipment and materials, including cable reels and pulling equipment.

The area highlighted in red represents the amount of space that will be impacted during the initial phase of work, splicing and several other work phases that require a smaller footprint.

The area in black represents the approximate location of Vault 15.



VII.A

TO: Members of the Health, Welfare and Public Safety Committee
FROM: Mary Oster, Early Childhood Coordinator
SUBJECT: Child Daycare Contract-Connecticut Office of Early Childhood
DATE: June 3, 2019

In August 2018, the Norwalk Common Council authorized the Mayor to sign any and all documents related to the Child Daycare Contract with the Connecticut Office of Early Childhood. The grant period is 7/1/2018-6/30/2020 in the amount of \$3,085,065.84.

This funding is used by approved subcontractors to provide high-quality Toddler and Preschool care to qualifying families in Norwalk. The programs are licensed by the State of Connecticut Office of Early Childhood Licensing Division and adhere to all the reporting and monitoring requirements within the grant. The Early Childhood Coordinator monitors for compliance and quality as required by the grant. Currently, the subcontractors are Odyssey Learning, Inc. at Nathaniel Ely Center, Stepping Stones Museum for Children, Inc., Connecticut Institute for Communities, Inc. (Head Start) at Nathaniel Ely Center, Inc. and Growing Seeds Too Child Development Center, Inc. at Ben Franklin Center.

In order to accommodate more toddler spaces, we are seeking approval to add an additional subcontractor, Trinity CDC located at 2 Trinity Place. (Business name-Growing Seeds). This program has been a preschool provider and receives funding under the School Readiness grant. The second Growing Seeds location in the Ben Franklin Center has been a subcontractor under the Child Daycare Contract for 2 years. Adding the new subcontractor will allow us an additional 12 much-needed toddler spaces.

Action to be taken:

1. Authorize the Mayor, Harry W. Rilling, to execute a subgrant agreement between the City of Norwalk and Trinity CDC, Inc. for the provision of child care services in accordance with the office of Early Childhood Purchase of Service Contract # 18OECCDC01NWK.

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTON
FOR JUVENILE REVIEW BOARD SERVICES

THIS AGREEMENT entered into on the 12th day of July, 2018, by and between the CITY OF NORWALK, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called "Norwalk," and the TOWN OF WESTON, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Christopher Spaulding, its First Selectman, duly authorized, hereinafter referred to as "Weston."

W I T N E S S E T H

WHEREAS, Norwalk, operates the Norwalk Juvenile Review Board, which provides a positive alternative to the juvenile criminal justice system for children and their families; and

WHEREAS, the parties have agreed to terms and conditions pursuant to which Norwalk will make available to Weston, its Juvenile Review Board's program and related services for the benefit of Weston youth and their families.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence July 1, 2018 and continue until June 30, 2019, unless earlier terminated by

either party, as set forth herein or extended by mutual agreement. In the event that the parties wish to extend this Agreement, they shall execute a written amendment, setting forth the terms and conditions of the extension prior to June 30, 2019. Either party can also terminate this Agreement at any time for any or no reason, by giving fifteen (15) days prior written notice to the other. Such notice shall specify the effective date of termination and be delivered to the addressees listed herein.

2. A. Norwalk agrees to provide the services of its Juvenile Review Board (hereinafter, the "Board") to perform client intake, assessment, case management, and other direct services generally offered by the Board under its programs. Such services will be provided for individuals and families, who are residents of Weston and identified and referred by Weston. Norwalk will dedicate a total of four (4) hours of staff time per week to provide such services for up to twelve (12) cases during any one year term hereof.

B. The respective responsibilities of the parties with regard to the individuals and families referred to Norwalk are outlined in the attached **Exhibit A**. Weston agrees to assist and cooperate with Norwalk for the benefit of the clients referred and the program and services offered.

C. Norwalk will also make available to Weston its "intervention" services, offered by its Youth Services Department, in accordance with the terms of this Agreement. Such services shall include counseling, youth development and aggression replacement training programs (also known as "anger management"). A determination of appropriateness of such services and the scope of the services offered in each case will be made on an individual basis by the Norwalk Director of Youth Services.

3. The above services will be made available to Weston based on a schedule approved by the Norwalk Juvenile Review Board and the Director of Norwalk Youth Services.

4. The fees for the above services rendered by Norwalk hereunder shall be a total of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the full twelve (12) month term of July 1, 2018 through June 30, 2019. The total fees are payable either 100% upfront at the commencement of this Agreement or in two equal installments due on July 1, 2018 and January 2, 2019. All fees shall be non-refundable.

5. All documents and reports, including the intake form, case notes and other related information, generated in connection with Norwalk's services shall be retained in Norwalk and subject to applicable rules of confidentiality.

6. Norwalk shall provide quarterly reports to Weston,
(00034991.DOC 1)

setting out the services rendered pursuant to this Agreement. Such report shall include information on the number of cases opened, the types of services rendered, and hours spent related to services rendered on behalf of Weston, including the days and times of performance.

7. Weston agrees to work cooperatively with and to support and assist the role of the Juvenile Review Board hereunder. This includes compliance with any reasonable requests for information or documentation related to clients referred and services performed hereunder. Additionally, Weston shall be responsible for providing to Norwalk's Director of Youth Services any information or documentation reasonably requested in connection with the services to be performed hereunder.

8. Norwalk will accept requests for services from Weston through its Youth Services Department or its designee and will schedule intake and other services according to applicable Norwalk protocols.

9. The parties mutually agree to indemnify, defend and hold harmless each other and their respective officials, agents, volunteers, representatives and employees, from and against any and all claims, including third party claims, damages, losses, litigation and expenses (including reasonable attorneys' fees),

arising out of or in connection with this Agreement or the services or program offered hereunder.

10. The parties understand and acknowledge that the services to be performed hereunder by Norwalk, its Juvenile Review Board and its Department of Youth Services, shall be considered performed as independent contractor services.

11. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To Norwalk: David Walenczyk
Director of Youth Services
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

To Weston: Jonathan Luiz, Town Administrator
Town Hall
56 Norfield Road
Weston, CT 06883

The parties hereby represent to each other as follows:

That they each have complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's

powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Agreement has been executed in four (4) counterparts and seals affixed the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Valley Johnson
Witness
Mike Zegus
Witness

CITY OF NORWALK, CONNECTICUT

By: *Harry W. Rilling*
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: 7/12/18

Signed, Sealed and Delivered
in the Presence of:

Renee Randi Derene
Witness
Mike Zegus
Witness

TOWN OF WESTON, CONNECTICUT

By: *Christopher Spaulding*
Christopher Spaulding
Its First Selectman
Duly Authorized

Date Signed: 7-10-18

*Certified by *Donna Anastas**

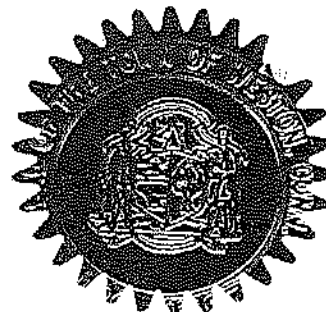


EXHIBIT A

Norwalk Youth Services shall provide the following in fulfillment of the Juvenile Review Board (JRB) Agreement:

- Client Intake and assessment services.
- Client case management (liaison with all service providers, insure fulfillment of Client-JRB contract).
- Facilitation of JRB hearing and coordination of JRB Panel participants.
- Provision of a minimum of 4 hours of staff time per week for all JRB related duties.
- Liaison with local juvenile Court as necessary related to referred JRB clients.
- Allow access to the same, in-house services provided by Norwalk Youth Services to Norwalk JRB clients deemed relevant for JRB clients referred by this agreement. Examples are Counseling, Youth Development Programming, Anger Management Groups.
- Provision of a quarterly report detailing the number of cases opened, currently under case management, the types of services rendered, and hours expended related to this agreement during that period.

The Town of Weston shall be responsible for the following in the fulfillment of the Juvenile Review Board (JRB) Agreement:

- Designate a referral point of contact for all cases referred for JRB services.
- Provide any documentation (such as a police summons) and information related to the youth referred for services.
- Provide panel staff, at their discretion, to represent the case being referred, i.e. a Weston Police Department member, or Weston Youth Services staff member.
- Referral point of contact shall liaison and coordinate all services with Norwalk Youth Services JRB staff.
- Promptly process invoices submitted for payment (30 days) for services rendered.

23-0814-0-P010
June 18, 2019

VII.B

Ms. Lisa Burns, PE
Principal Engineer
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06856

**Re: SoNo Collection Infrastructure Improvements & Norwalk Capital Projects
Amendment No. 1 - Additional Construction Observation Services**

Dear Lisa:

It is our understanding that the City of Norwalk would like to extend Tighe & Bond's existing agreement to provide additional construction observation services for the Norwalk DPW Capital Projects through November 30, 2019. Our existing agreement included construction observation services from April 1, 2019, through June 30, 2019.

We have assumed that the additional construction observation services for the Norwalk DPW Capital Projects will be provided on a full-time basis from July 1, 2019, through November 30, 2019. We have assumed a total of 880 hours of Construction Observation services will be provided. Based on staff availability, we anticipate that we will provide a Construction Observer 3 for this assignment. This proposal assumes that the City of Norwalk DPW will provide Construction Administration services for the project and coordinate operations with the Contractor. We have included a minor allowance of 20 hours for office engineering support by Tighe & Bond if required.

Scope of Work – Norwalk DPW Capital Projects

We propose the following scope of services in support of the Norwalk DPW Capital Projects:

1. Provide full time on-site observation during periods of active construction. Observe the construction to verify conformance with the plans approved by the City of Norwalk. Notify the City of Norwalk regarding observed deficiencies in the work.
2. Prepare daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc. Provide coordination of the construction activity with the City and advise the primary contact at the Norwalk DPW of the status of construction activity.
3. Provide measurement, computation, or checking of quantities of work performed and quantities of materials in place for partial and final payments to the Contractor(s).
4. Provide limited office engineering support for the Construction Observer during the duration of Construction and project closeout. We have included an allowance of 20 hours for these services should they be required. We assume Construction Administration tasks, including review of shop drawings and other submittals, responses to Requests for Information (RFI's) and processing of requisitions and change orders will be performed by the City of Norwalk (or others) and are not included. Tighe & Bond will coordinate with the primary contact at the City to provide clarification and field support of the contract documents when required.

5. Provide coordination of outside testing and laboratory services, if required. We have assumed that the City of Norwalk will contract directly with a materials testing laboratory for these services. Tighe & Bond will arrange for and witness material testing to verify conformance with the approved plans and specifications.
6. Participate in a final review of the completed construction with Norwalk DPW staff and prepare a punchlist of corrective actions required.

Assumptions and Exclusions

1. We have assumed that the additional construction observation services for the Norwalk DPW Capital Projects will be provided for a maximum of 880 hours (approximately 110 work days). Should additional construction observation services be required, an amendment can be provided for additional services. We have assumed a Construction Observer 3 will be on site for this assignment.
2. Field survey services, including preparation of an as-built survey, are not included.
3. We have assumed the materials testing laboratory will be contracted and scheduled directly by the Norwalk DPW for Capital Projects, if required. Field and laboratory material testing costs are not included.
4. Review or processing of requisitions and change orders is excluded.
5. All services not specifically identified in the scope of work are excluded.
6. Tighe & Bond's on-site observers will observe/view the Contractor's services for noticeable deficiencies from the contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for the City of Norwalk's benefit and will notify the City of Norwalk of deficiencies in order for the City of Norwalk to determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance. The means and methods the Contractor should use to accomplish the design element/component of the specifications will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of the site health and safety.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$126,100 as detailed below. We will undertake this work on an hourly plus expense basis under the terms and conditions of our existing Agreement with the City of Norwalk and you will be billed in accordance with the rates in the summary below. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent.

In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions are part of this letter agreement.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the City of Norwalk a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

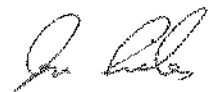
Norwalk DPW Capital Projects:

Description	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Construction Observer 3	880	\$135	\$118,800
Office Engineering Support	20	\$165	\$3,300
Reimbursables (Mileage & Phone)			\$4,000
Total			\$126,100

If you have any questions or comments, please contact John Block at (203) 712-1111 or Jon Richer at (203) 712-1117.

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, PE
Senior Project Manager



John W. Block, PE, LS
Senior Vice President

Acceptance:

On behalf of the City of Norwalk, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

J:\NW0614 Norwalk LPP\010-GGP Construction Observation\Proposal\Final\Sono Collection & Capital Projects - Capital Projects Amendment 2019_06-16.Docx

Project Number: RD2019-1

Project Name: CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS

Item	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
1304002	PROCESSED AGGREGATE BASE	60.00	CY	\$40.00	\$2,400.00		\$42.00	\$2,520.00					\$40.00	\$2,400.00
1406204 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	3498.00	SY	\$63.00	\$220,374.00		\$65.00	\$227,370.00					\$65.00	\$227,370.00
1507042 A	RESET CATCH BASIN	48.00	EA	\$500.00	\$24,000.00		\$500.00	\$24,000.00					\$400.00	\$19,200.00
1507781	RESET MANHOLE	15.00	EA	\$500.00	\$7,500.00		\$550.00	\$8,250.00					\$500.00	\$7,500.00
1507792 A	RECONSTRUCT CATCH BASIN	60.00	VF	\$275.00	\$16,500.00		\$260.00	\$15,600.00					\$275.00	\$16,500.00
1811001 A	CONCRETE CURBING	15741.00	LF	\$40.75	\$641,445.75		\$40.00	\$629,640.00					\$35.00	\$550,935.00
1811007 A	CONCRETE CURBING (<45 LF PER MOB.)	45.00	LF	\$50.00	\$2,250.00		\$45.00	\$2,025.00					\$45.00	\$2,025.00
1815001	BITUMINOUS CONCRETE LIP CURBING	50.00	LF	\$5.00	\$250.00		\$10.00	\$500.00					\$8.00	\$400.00
1921001 A	CONCRETE SIDEWALK	57943.00	SF	\$9.25	\$535,972.75		\$11.50	\$666,344.50					\$12.00	\$695,316.00
1921004 A	CONCRETE SIDEWALK (<110 SF PER MOB.)	110.00	SF	\$15.00	\$1,650.00		\$20.00	\$2,200.00					\$20.00	\$2,200.00
1921010 A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.)	90.00	SF	\$20.00	\$1,800.00		\$20.00	\$1,800.00					\$20.00	\$1,800.00
1921011 A	CONCRETE DRIVEWAY RAMP	18798.00	SF	\$10.65	\$200,198.70		\$13.00	\$244,374.00					\$12.00	\$225,576.00
1922001 A	BITUMINOUS CONCRETE SIDEWALK	430.00	SY	\$50.00	\$21,500.00		\$50.00	\$21,500.00					\$40.00	\$17,200.00
1924007 A	HANDICAP RAMPS (ADA COMPLIANT)	248.00	SF	\$25.00	\$6,200.00		\$40.00	\$9,920.00					\$20.00	\$4,960.00
1944003 A	FURNISHING AND PLACING TOPSOIL	3680.00	SY	\$10.00	\$36,800.00		\$9.00	\$33,120.00					\$7.00	\$25,760.00
1950003 A	TURF ESTABLISHMENT (LAWN)	3680.00	SY	\$1.00	\$3,680.00		\$3.00	\$11,040.00					\$3.00	\$11,040.00
1975004 A	MOBILIZATION AND PROJECT CLOSEOUT	1.00	LS	\$25,000.00	\$25,000.00		\$50,000.00	\$50,000.00					\$19,980.00	\$19,980.00
1980003 A	PROJECT SURVEY AND STAKEOUT	1.00	ALLOW	\$3,500.00	\$3,500.00		\$3,500.00	\$3,500.00					\$3,500.00	\$3,500.00
302060	RESET GATE BOXES	120.00	EA	\$50.00	\$6,000.00		\$110.00	\$13,200.00					\$100.00	\$12,000.00

Project Number: RD2019-1

Project Name: CONCRETE CURBS AND SIDEWALKS 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
					\$1,757,021.20		\$1,966,903.50				\$1,845,662.00

Apparent Low Bidder = Deering Construction, Inc. Norwalk, CT

Second Bidder = Star Construction, Stratford, CT

Third Bidder = N/A



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



June 21, 2019

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

Dear Mayor Rilling:

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

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

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

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

The Honorable Harry W. Rilling

-2-

June 21, 2019

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

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

Very truly yours,



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

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

Enclosure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages immediately follow.]

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

WITNESSES:

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

Print Name: _____

By _____

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

Print Name: _____

Date: _____

STATE OF CONNECTICUT)

) SS: Newington

COUNTY OF HARTFORD)

_____ 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:

(Lessee)
City of Norwalk _____

Print Name: _____

By _____

Harry W. Rilling
Mayor

Print Name: _____

Date: _____

STATE OF CONNECTICUT)

) SS:

COUNTY OF _____)

_____ 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.

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

Date: _____

Name:
Title:
State Properties Review Board

Date: _____

APPROVED:

William Tong
ATTORNEY GENERAL

By: _____
Joseph Rubin
Assistant Deputy Attorney General

Date: _____

PRESIDENT RIVERSIDE AVENUE (S.R. 809)

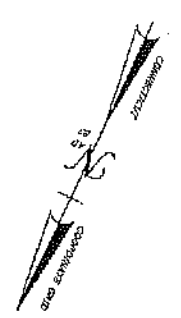
**STATE OF CONNECTICUT
(D.O.T.)**

LEASE AREA = 2,692± SQ. FT.

**STATE OF CONNECTICUT
(D.O.T.)**

**PRESIDENT ETHAN ALLEN HIGHWAY (U.S. ROUTE 7)
"EXHIBIT A"**

NORWALK RIVER



CURVE TO CHD
 A = 11'-11"±
 R = 120.00'
 L = 120.00'
 CH = 120.00'

POINT TO POINT
 A = 11'-11"±
 R = 120.00'
 L = 120.00'
 CH = 120.00'

REFERENCES:

1. CONNECTICUT CONSTRUCTION PROJECT NO. 105-305, BRITTON TOWNWALK RIVER VALLEY TRAIL, PAGES 2-1, SHEETS 14-22, 14-23 & 14-24
2. CONNECTICUT CONSTRUCTION PROJECT NO. 105-305, SHEETS 14-25 & 14-26, DATED 1984
3. CONNECTICUT HIGHWAY DEPARTMENT, SHEET 2 OF 2, DATED SEPTEMBER 14, 1984
4. CONNECTICUT HIGHWAY DEPARTMENT, SHEET 1A, DATED 1984, SHEET 1A, DATED 1984, SHEET 1A, DATED 1984
5. ASSESSMENT MAP OF PROPERTY PARCELS, CITY OF NORWALK, NORWALK, CONNECTICUT, SCALE 1"=40', DATED 1984
6. CONNECTICUT HIGHWAY DEPARTMENT, SHEET 1A, DATED 1984, SHEET 1A, DATED 1984
7. CONNECTICUT HIGHWAY DEPARTMENT, SHEET 1A, DATED 1984, SHEET 1A, DATED 1984

THE STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 RIVERSIDE AVENUE (S.R. 809)
 (NORWALK RIVER VALLEY TRAIL)
 SCALE 1"=40'
 JANUARY 2019

DATE	REVISION	REQ. BY

TOWN NO. 102
 PROJECT NO. 102-115
 SERIAL NO. 34
 SHEET 2 OF 2

DRAWN BY: E.A.
 DATE: 1/20/19
 CHECKED BY: J.P.
 DATE: 1/20/19

MARK D. ROLE, P.E.
 CHIEF ENGINEER - BUREAU OF ENGINEERING AND CONSTRUCTION

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, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

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

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

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

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

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

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

B. Specifications and Covenants.

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

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

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

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

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

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

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

(6) Indemnification.

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

(7) Insurance.

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

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

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

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

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

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

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

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

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

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

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

(11) Site Improvements & Encroachment Permit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) When Lessee is to receive such notice:

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- (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 Reil, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of this Lease as if they had been fully set forth in it. At Lessee's request, Lessor shall provide a copy of these orders to Lessee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

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

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

STATE

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

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

THE TITLE VI CONTRACTOR ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

1. General:

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

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

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

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

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

2. Equal Employment Opportunity Policy:

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

3. Equal Employment Opportunity Officer:

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

4. **Dissemination of Policy:**

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

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

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

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

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

5. **Recruitment:**

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

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

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

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

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

6. Personnel Actions:

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

- a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. Training and Promotion:

- a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

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

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

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

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

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

9. **Subcontracting:**

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

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

10. **Records and Reports:**

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

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

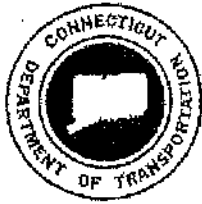
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training,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

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

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

11. Affirmative Action Plan

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



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Training for DOT Employees

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

Important Ethics Reference Materials

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

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

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



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

**EXPLORER
4-DOOR**

**2019 4DR 4WD XLT
3.5L TI-VCT V6 ENGINE
6-SPEED AUTO TRANSMISSION**

VIN 1FM5K8D82KG B00265

Exterior

MAGNETIC METALLIC

Interior

EBONY BLACK INTERIOR/UNIQUE
CLOTH BUCKET W/PWR DRV'R

Standard Equipment [INCLUDED AT NO EXTRA CHARGE]

EXTERIOR

EASY FUEL® CAPLESS FILLER
INTEGRATED BLIND SPOT MIRR
MANUAL FOLD
REAR INT WIPER/WASH/DRST
ROOF-RACK SIDE RAILS-SLVR
TRAILER SWAY CONTROL

INTERIOR

2ND ROW 60/40 FOLD FLAT
CARPETED FLOOR MATS
DUAL ILLUM VIS VANITY MIRR
LEATHER WRAPPED STR WHEEL
POWER DRIVER SEAT - 10 WAY
POWERPOINTS - 12V
STEERING:TILT/TELESCOPE,

FUNCTIONAL

AM/FM, MP3, 6-SPEAKERS
CURVE CONTROL
INTELLIGENT ACCESS W/PUSH
MYKEY®
REAR VIEW CAMERA
SECURICODE KEYLESS KEYPAD
SIRIUSXM® - SVC N/A AK&HI

SAFETY/SECURITY

AIRBAGS - DUAL STAGE FRONT
MOUNTED SIDE IMPACT
FRONT PASS. KNEE AIRBAG
LATCH CHILD SAFETY SYSTEM
PERSONAL SAFETY SYSTEM

WARRANTY

6YR/60,000 POWERTRAIN

DOOR HANDLES - BODY COLOR
HEADLAMPS - AUTOMATIC
MIRRORS-HTD/POWER GLASS,
PRIVACY GLASS - REAR DOORS
REAR SPOILER, BODY COLOR
TAILLAMPS-LED
VARIABLE INTERVAL WIPERS
1TOUCH UP/DOWN DR/PASS WIN
3RD ROW - 50/50 FOLD FLAT
CLOTH BUCKET FRONT SEATS
LEATHER SHIFT KNOB
MANUAL A/C, SINGLE ZONE
POWER PASS SEAT - 6-WAY
SMART CHARGING USB PORT(1)
CRUISE & AUDIO CONTROLS
4.2" LCD CTR STACK SCREEN
BRAKES, 4-WHEEL DISC/ABS
HILL START ASSIST
BUTTON START
POWER STEERING W/EPAS
REVERSE SENSING SYSTEM
SELECTSHIFT®
SYNC® WITH APPLINK®
ADVANCETRAC® WITH RSC®
AIRBAGS - FRONT SEAT
AIRBAGS - SAFETY CANOPY®
INDIV TIRE PRESS MONIT SYS
PERIMETER ALARM
SOS POST-CRASH ALERT SYS
3YR/36,000 BUMPER / BUMPER
6YR/60,000 ROADSIDE ASSIST

Price Information

STANDARD VEHICLE PRICE MSRP \$36,550

Included on this Vehicle
EQUIPMENT GROUP 200A

Optional Equipment

2019 MODEL YEAR
MAGNETIC METALLIC
EBONY BLK UNIQUE CLOTH SEAT
.18" 6-SPLT SPK PNTD ALUM WHLS
.3.5L TI-VCT V6 ENGINE
6-SPEED AUTO TRANSMISSION
.P245/60R18 A/S BSW TIRES
FLOOR LINERS,FRONT & 2ND
ROW 120
CALIFORNIA EMISSIONS SYSTEM
CLASS III TRAILER TOW PACKAGE 570
FRONT LICENSE PLATE BRACKET

TOTAL VEHICLE & OPTIONS 37,240
DESTINATION & DELIVERY 1,095

TOTAL MSRP \$38,335

Disclaimer: Option pricing will be blank for any
item that is priced as 0 or "No Charge".



Estimated Annual
Fuel Cost: \$

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as _ have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



**EXTENDED
SERVICE
PLAN**

Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

BUYER		CO-BUYER		Deal #: 75930	
NORWALK PUBLIC WORKS 15 SOUTH SMITH STREET NORWALK, CT 06855 Home #: (203) 854-3203 Email:				Deal Type: Retail Deal Date: 06/27/2019 Print Time: 09:11am	
				Salesperson: OWEN J CALLAHAN	
VEHICLE					
New ☒ Used ☐ Demo ☐	Stock #:	Description:	VIN:	Mileage:	
	19T0198	2019 FORD TRUCK EXPLORER	1FM5K8D82KGB00265	7	
TRADE					
AFTERMARKETS					
			MSRP: \$ 38,335.00 Discount: \$ 1,066.27 Sale Price: \$ 37,268.73 Total Financed Aftermarkets: \$ 0.00 Total Trade Allowance: \$ 0.00 Trade Difference: \$ 37,268.73 Doc Fee: \$ 390.00 State & Local Taxes: \$ 0.00 Total License and Fees: \$ 195.00 Total Cash Price: \$ 37,853.73 Total Trade Payoff: \$ 0.00 Delivered Price: \$ 37,853.73		
Total Aftermarkets:			Cash Down Payment + Deposit: \$ 0.00 Total Rebates: \$ 3,750.00 Sub Total: \$ 34,103.73		

VII. C

**RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE
AND SALE OF UP TO \$35,000,000 CITY OF NORWALK GENERAL
OBLIGATION REFUNDING BONDS**

RESOLVED:

Section 1. A maximum amount of \$35,000,000 General Obligation Refunding Bonds (the "Refunding Bonds") of the City of Norwalk, Connecticut (the "City") may be issued and sold, subject to final approval by the Committee (as defined and described below), in one or more series, in such principal amounts, as the Mayor and the Chief Finance Officer shall determine to be in the best interest of the City for the purpose of achieving net present value savings and/or to moderate debt service payments. The Refunding Bonds are hereby authorized to refund all or any portion of any one or more series of the City's outstanding General Obligation Bonds (the "Refunded Bonds"). Subject to final approval by the Committee, each series of Refunding Bonds shall mature in such amounts and on such date or dates as shall be determined by the Mayor and the Chief Finance Officer, provided that no Refunding Bonds shall mature later than the final maturity date permitted by law. The Refunding Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor, the Comptroller, and the Chief Finance Officer, bear the City seal or a facsimile thereof, and be approved as to their legality by Pullman & Comley, LLC, Bond Counsel. The Refunding Bonds shall be general obligations of the City and each of the Refunding Bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principle thereof and interest thereon. The net proceeds of the sale of the Refunding Bonds, after payment of the underwriter's discount and other costs of issuance, shall be deposited in an irrevocable escrow account in an amount sufficient to pay the principal of, interest and redemption premium, if any, due on the Refunded Bonds to maturity or earlier redemption pursuant to the plan of refunding. The Mayor and the Chief Finance Officer are authorized to appoint an escrow agent and other professionals, including the certifying, paying, registrar and transfer agent for the Refunding Bonds, and to execute and deliver any and all escrow, investment and related agreements necessary to provide for any debt service or redemption payments on the Refunded Bonds and to provide for the transaction contemplated hereby. The Common Council hereby delegates to the Mayor and the Chief Finance Officer, subject to the final approval of the President of the Common Council, the Majority Leader of the Common Council, the Minority Leader of the Common Council, and the Chairman of the Finance Committee of the Common Council, or any two of them (the "Committee"), the authority to determine the number of series to be issued, the principal amount of the Refunding Bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, and other terms, details and particulars of such Refunding Bonds including the rate or rates of interest payable thereon and the terms of any purchase agreement executed in connection with the sale of the Refunding Bonds in a negotiated underwriting.

Section 2. The Refunding Bonds shall be issued and sold either in a negotiated underwriting or a competitive offering, at such time or times as the Mayor and the Chief Finance Officer shall determine to be the most opportune for the City. If sold in a competitive offering, the Refunding Bonds shall be sold at not less than par and accrued interest on the basis of the lowest

net or true interest cost to the City. If the Refunding Bonds are sold by negotiation, the purchase agreement shall be signed by the Mayor and the Finance Director, subject to the final approval of the Committee. The Mayor and the Chief Finance Officer, are authorized to prepare and distribute preliminary and final Official Statements of the City for use in connection with the offering and sale of any Refunding Bonds, and they are hereby authorized to execute and deliver on behalf of the City, a continuing disclosure agreement, a tax regulatory agreement, agreements moderating interest rate fluctuation pursuant to Section 7-370b subject to final approval by the Committee, and such other agreements, instruments, documents and certificates necessary or desirable for the issuance of the Refunding Bonds and the debt service or redemption payments on the Refunded Bonds.

Section 3. This resolution shall be effective until December 31, 2019.

VII. D



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 

RE: NORWALK HIGH SCHOOL –
WOOD DOORS/PANEL REPLACEMENT PROJECT

DATE: JULY 3, 2019

On October 3, 2018 resolutions were approved by the Common Council in accordance with State requirements to submit a grant application for the removal of PCB laden wood paneling and wood doors in Norwalk High School. Upon Common Council's approval the City moved forward with the submission of a grant application to the State of Connecticut's Office of School Construction Grants & Review (OSCG&R). Subsequently the City received approval from OSCG&R and the City is now moving forward with the project.

The Plan Completion Review (PCR) happened as scheduled with the State on June 26th, however there was additional information requested of the State which was completed on Monday July 1st when we were given the approval to move forward with pricing. Again, since time is of the essence and while students are not in the school over the summer we solicited pricing off of the State approved vendor list for removal and remediation of the wood panels only. We reached out to all four of the State remediation contractors and received 3 quotes and they are as follows:

AAIS -	\$ 94,432.00
HazPros -	\$ 248,000.00
Bestech -	\$ 275,000.00

Newfield Construction has been hired as the Construction Manager for the Norwalk High School improvement project and we are adding doors and paneling

removal to their scope of services. They will provide all oversight and coordination for AAIS as well as miscellaneous trade work (electrical, carpentry, etc.) in preparation and repair associated with the panel removal. The City will be holding the contract directly with AAIS for the Panel Removal.

ACTION REQUESTED:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the remediation phase of the Norwalk High School Wood Door/Paneling Replacement Project, to accept a partial Guaranteed Maximum Price (GMP) for a total not to exceed \$74,709.00 . Funds are available in Acct. #0918/195010 5777 C0610.**
- 1b. Authorize the NFCC to issue Change Orders on contract for a total not to exceed \$7,470.00.**
- 2a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with AAIS (Asbestos Abatement & Insulation Services Corp.) for the Norwalk High School Wall Panel removal and remediation project for a total not to exceed \$94,432.00. Acct. #0918/195010 5777 C0610.**
- 2b. Authorize the NFCC to issue Change Orders on contract for a total not to exceed \$9,432.00.**



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

Amendment Two

July 3, 2019

Mr. Alan Lo, Building and Facilities Manager
City of Norwalk
125 East Avenue
Norwalk, CT 06856

RE: Norwalk High School – Wood Panel Removal
Contract Administration, Guaranteed Maximum Price (GMP)

Dear Alan:

Newfield Construction Group, LLC. ("CMA") hereby submits to the City of Norwalk, Connecticut ("Owner") this document regarding Contract Amendment Partial Guaranteed Maximum Price (GMP) for the contract administration of trade bid package 01 Wood Panel Removal (State Contract Bid), for the construction at Norwalk High School Improvements (Partial) in accordance with the CM Agreement dated May 3, 2019, ("Agreement"). This document includes the requested items indicated in the Table of Contents below.

Table of Contents

- a. Partial GMP Amount and General Conditions
 - b. List of Specifications and Drawings
 - c. Allowances
 - d. Formal Recommendation for Approval of Listed Trade Contractor(s)
- a. **Amendment Two Amount – See attached breakdown part A**
The Amendment Two amount: Seventy four thousand seven hundred nine dollars, \$74,709.00.
- b. **List of Specifications and Drawings - See attached part B**
- c. **Allowances - See attached (allowances are included in GMP) part C**
- d. **Recommendations for Approval of State Contract Trade Contractor**

Pursuant to the attached bid tabulation Newfield Construction has conducted a scope review with the apparent low qualified bidder for bid package work required to be performed. We recommend for City award the following qualified low Bidder:

Bid Package 01 Wood panel Removal (State Contract Bid) AAIS Corporation

In light of the above Newfield Construction requests the partial GMP package be approved so the work can be coordinated and scheduled.

Respectfully Submitted,

Stephen Bucchieri
Project Executive
Newfield Construction, Inc.



Norwalk High School Improvements
Interior Doors Paneling (Partial)
GMP Recapitulation

Amendment Two
Part A

Bid Package	Trade	Projected Trade Contractor	Bid Amount	Scope Review Completed	Notes
1	Wood Panel Removal	AAIS Corporation	94,432	Yes	
		Total Trade Bids	94,432		Direct Contract with City of Norwalk
	CM ALLOWANCES				
	CM CONTINGENCY 3.0%		50,620		See Breakdown Part C
	GL INSURANCE 0.45%		5,000		
	PERMIT FEE 1.5%		675		
	CM GENERAL CONDITIONS				By City
	PRECON FEE		8,100		See attached
	CM BOND 0.80%		5,000		2 Estimates, Bidding Documents, PCR Meetings
	CM FEE 2.5%		1,311		
			4,003		
		Projected GMP	74,709		



Norwalk High School Improvements
Interior Doors Paneling
CMA ALLOWANCES

GMP AMENDMENT TWO
PART C

PACKAGE NO.	TRADE	Allowance Description	Unit	Unit/Price	Quantity	Value
CM	Construction Manager	Electrician Time - Remove, Store and Reinstall Existing Electrical Devices	Journeyman Hours	100.05	160	\$ 16,007
CM	Construction Manager	Electrician Time - Remove, Store and Reinstall Existing Electrical Devices	Foremen Hours	123.00	20	\$ 2,460
CM	Construction Manager	Plumber/Fitter Time - Remove, Store and Reinstall Existing Plumbing/HVAC Devices	Journeyman Hours	109.46	40	\$ 4,378
CM	Construction Manager	Plumber/Fitter Time - Remove, Store and Reinstall Existing Plumbing/HVAC Devices	Foremen Hours	132.16	10	\$ 1,322
CM	Construction Manager	Carpenter Time - Remove, Store and Reinstall Tackboards, Bulletinboards, Whiteboards	Carpenter Hours	88.29	100	\$ 8,829
CM	Construction Manager	Labor Time - Miscellaneous Clean Up	Labor Hours	77.63	48	\$ 3,726
CM	Construction Manager	Mason Time - Miscellaneous Patching of Existing CMU Walls	Mason Hours	81.20	48	\$ 3,897
CM	Construction Manager	Material for all Above Disciplines	Lump Sum	1.00	10000	\$ 10,000
						\$ 50,620



WE REMOVE OR CONTAMINATED • ASBESTOS • PCB • MOLD

Alan Lo
Director of Facilities
Engineering and Construction Division
City of Norwalk, CT.

July 2, 2019

AAIS proposes to provide labor and material required for the removal and disposal Connecticut DEEP regulated PCB contaminated wood paneling at the Norwalk High School on State Contract #16PSX0110 as described below in accordance with all local, state, and federal regulations.

Scope of work:

Remove and dispose of greater than 1ppm, less than 50ppm PCB contaminated varnished wood decorative paneling at the Norwalk high school including the removal of non-varnished furring strips using trained personnel with a designated competent person. Abatement will occur utilizing multiple worker decontamination units in regulated areas with limited access. Air sampling and visuals by owner. Disposal will be at an EPA approved landfills for CT DEEP Regulated PCB <50 and PCB remediation waste. Close out package to be provided.

Total Cost for PCB Containing Wood Removal & Disposal:	\$ 94,432.00
Unit price to remove and dispose additional sf:	\$8.32/sf

Please contact me with any questions, comments, or concerns,
Keith Godreau
860-878-2155