

March 3, 2020

Water Pollution Control Facility - Replacement of 600 kW Generator (diesel) with 750 kW Natural Gas Generator

PROJECT COST \$735,900

Federal Share - \$347,250

WPCA - Town Share - \$388,650

1. BACKGROUND - Superstorm Sandy caused town wide power outages including loss of power to the Town Of Fairfield's critical facility, the Water Pollution Control Facility (WPCF). During this time, the WPCF was totally reliant on back-up power that was supplied in part by an aged, inefficient diesel generator that is at the end of its useful life. After Superstorm Sandy, FEMA offered Post Disaster Mitigation Grants for replacement of generators at critical facilities. The Town of Fairfield applied for and was awarded grant money for replacement of the generator located at the Administration Building which supplies power to approximately 50% of the treatment plant.
2. PURPOSE – The purpose is to replace an aged emergency diesel generator with a new, natural gas powered, energy efficient, prime generator and transfer switch at the WPCF that will provide alternative power for the next 20 years.
3. DESCRIPTION- The existing emergency, 600kW diesel generator will be removed, as will the diesel tank. This generator and fuel tank is located in the FEMA AE (13) Special Flood Hazard area. The replacement generator will be a new energy efficient 750 kW natural gas prime generator, where the fuel source will be from the natural gas supply system and not an above ground fuel tank. The new generator will be set above the 500 year flood elevation of 16.25, a requirement of FEMA. This generator will have the ability to run continually for 30 days, should the need arise. It will also be one of the energy sources included in the Microgrid for efficient energy supply to the WPCF during periods of island mode.
4. RELIABILITY OF COST ESTIMATE- On a scale of 1 to 10, reliability is an 10, based on actual project cost determined through the public procurement process.
5. INCREASED EFFICIENCY AND PRODUCTIVITY –The new generator and fuel source will be approximately 40% more efficient than the current diesel generator. The new generator will have the ability to operator for up to 30 days, where the current generator relies on the fuel in the tank and can only be operational for two days, as fuel delivery was found to be difficult and nearly impossible when roadways are flooded.

6. ADDITIONAL LONG RANGE COSTS – Maintenance on generator would be bore by the WPCA and is estimated to be approximately \$1000 per year.
7. ADDITIONAL USE OR DEMAND – Will only be used during periods of island mode.
8. ALTERNATIVES TO THIS REQUEST – No other alternatives other than to replace current generator with a diesel generator which is not energy efficient and only provides enough fuel to run for two days.
9. SAFETY- All provisions will be made to provide a safe environment around the generator. Removal of the diesel tank located next to the Pine Creek tidal marshland and within the FEMA 100 Year Special Flood Hazard Area will eliminate the possibility of a fuel spill in this sensitive area.
10. ENVIRONMENTAL CONSIDERATIONS – The installation of a natural gas generator is far superior then the current diesel generator. Carbon emissions will be reduced. Removal of the fuel tank will also eliminate environmental concerns associated with fuel tanks.
11. INSURANCE – Should not affect insurance rates.
12. FINANCING - Total Project cost \$735,900. (\$717,900 generator and automatic transfer switch, \$18,000 design and construction oversight)

FEMA PDM Grant - \$347,250.00

WPCA - - \$388,650 approved by WPCA 1-22-2020

13. OTHER CONSIDERATIONS - None
14. APPROVALS -

Board of Selectman	pending
Board of Finance	pending
RTM	pending



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



NOTICE OF SUB-GRANT AWARD

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, (DESPP/DEMHS) hereby makes the following grant award in accordance with the Hazard Mitigation Grant Program, and in accordance with the grant solicitation and the attached grant application, if applicable.

Sub-Grantee: Town of Fairfield

Address: 725 Old Post Rd

City/State/Zip: Fairfield CT 06824

Town Code:

State Agency Code:

Federal Employer ID: 06-6001998

DUNS Number: 075388801

DEMHS Grant No: PDMC-PL-01-CT-2015-002

Project Title: WWTP Generator

Date of Award: July 19th, 2016

Period of Award: From: 5/29/2015

To: 6/30/2020

Amount of Award: Federal: \$347,250

State: \$0

State Match: \$0

Grantee Match: \$115,750

Total Budget: \$463,000

Fed Grant No: EMB-2016-PC-0009

Grantee Fiscal Year From: July 1 To: June 30

Awarding Agency: DHS/FEMA

CFDA: 97.039

R & D Award

☐ yes ☒ no

2 CFR 200.331:

My signature below, for and on behalf of the above named sub-grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the sub-grantee; and
2. The sub-grantee will comply with all attached sub-grant Conditions.
3. I have identified, as indicated below, a municipal Point of Contact.

BY:

[Signature]
Signature of Authorized Official

1-6-20
Date

Brenda Kupchick, First Selectwoman
Typed Name and Title of Authorized Official

[Signature]
Municipal Designated Point of Contact
(responsible for day to day implementation of project)

FOR THE DIVISION OF EMERGENCY SERVICES AND PUBLIC PROTECTION

BY:

[Signature]
Signature of Authorized Official

[Signature]
Date

Regina Y. Rush-Kittle, Deputy Commissioner
Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of Branford will use Federal grant funding in the estimated amount of \$96,300 from the Hazard Mitigation Grant Program for the first phase, Engineering & Permitting, of the Linden Avenue Shoreline Stabilization, located within the Town of Branford, CT. The current total approved budget for this phase of the project is \$96,300. Federal reimbursement is 75% of the total eligible costs up to \$96,300, provided the sub-grantee adheres to the Scope of Work submitted within their approved application. Total estimated Federal share of the first phase of the project is \$96,300 with the non-Federal match of \$32,100. A maximum of 1% of the total actual Federal share of project funds can be claimed for project management costs upon completion of the project. The goal of the Hazard Mitigation Grant Program is to reduce the risk of damage from future natural disasters.



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

SEP 21 2016



NOTICE OF SUB-GRANT AWARD

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, (DESPP/DEMHS) hereby makes the following grant award in accordance with the Pre-Disaster Mitigation Program, and in accordance with the grant solicitation and the attached grant application, if applicable.

Sub-Grantee Town of Fairfield
Address 725 Old Post Rd
City/State/Zip Fairfield, CT 06824

Town Code
State Agency Code
Federal Employer ID No. 06-6001998

DEMHS Grant No. PDMC-PJ-01-CT-2015-002
Project Title Purchase/installation of Generator at WWTP
Date of Award July 19th, 2016

Period of Award From: 05/29/2015 To: 10/31/2018

Amount Of Award Federal: \$347,250
State Match: \$0 Grantee Match: \$115,750

Total Budget \$463,000

Fed Grant No.: PDMC-PJ-01-CT-2015-002

Grantee Fiscal Year From: July 1 To: June 30

My signature below, for and on behalf of the above named sub-grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the sub-grantee; and
2. The sub-grantee will comply with all attached sub-grant Conditions.

BY: Michael Tetreau
Signature of Authorized Official

8/15/16
Date

First Selectman
Michael Tetreau

Typed Name and Title of Authorized Official

Joseph Michelangelo

Municipal Designated Point of Contact
(responsible for implementation of project)

FOR THE DIVISION OF EMERGENCY SERVICES AND PUBLIC PROTECTION

BY: William P. Shea
Signature of Authorized Official

6 SEP 16
Date

William P. Shea, Deputy Commissioner
Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of Fairfield will use Federal grant funding in the estimated amount of \$347,250 from the Pre-Disaster Mitigation Program for the purchasing and installation of a generator at the WWTP in Fairfield, CT. Of the total project cost, which is \$463,000 the Town of Fairfield is responsible for 25% or \$115,750 not covered by this Federal grant.

25 Sigourney Street, 6th floor, Hartford, CT 06106
Phone: 860.256.0800 / Fax: 860.256.0815
An Affirmative Action/Equal Employment Opportunity Employer


BID # 2020-38

DESC Waste Water Treatment Plant Generator

DATE 11/13/2019

TIME 11:00 AM

Town of Fairfield - Bid Results



Bidder	Lump Sum for all Work involved
L. Holzner Electric Co.	717,900.00
All Electric Construction & Communication	739,000.00
A&R Electric Inc.	798,000.00
Sal Sabia Electric	825,000.00

See
bid ~~2019~~
2020-38

Supercadal

BID # 2019-43
DESC Water Pollution Control
Generator and ATS
DATE 1/15/2019
TIME 11:00 AM

Town of Fairfield - Bid Results

	Electrical Energy Systems Corporation Southington, CT	Holzner Construction Bridgeport, CT	A&R Electric Inc. Bridgeport, CT	Yankee Electric Fairfield, CT	All Electric Construction & Communication West Haven, CT	Sal Sabia Electric Stamford, CT	Pazz & Construction East Lyme, CT
Description							
Base Bid	\$641,610.00	\$738,400.00	\$845,000.00	\$799,000.00	\$725,000.00	\$1,070,000.00	\$798,000.00
Commence Work	60 Calendar Days	10 Calendar Days	30 Calendar Days	30 Calendar Days	30 Calendar Days	30 Calendar Days	30 Calendar Days
Complete Work	200 Calendar Days	180 Calendar Days	180 Calendar Days	240 Calendar Days	210 Calendar Days	150 Calendar Days	180 Calendar Days

Regular Meeting Minutes for the W.P.C.A.
August 10, 2016

The W.P.C.A. Commission of the Town of Fairfield held its Regular Meeting on August 10, 2016 in the Basement Conference Room of the Honorable John J. Sullivan Independence Hall, 725 Old Post Road, Fairfield.

MEMBERS PRESENT: Quinn Degner Chairman, Christian Dockum, Vice Chairman, Bryan Thompson, Mark Elletson

ABSENT: Ron Drew, Robert Scinto, Christopher Tymniak

PRESENT: Joe Michelangelo, Director DPW, Jonathan P. Kurtz, Kohler Roman, LLC

Meeting was called to order at 7:35 pm.

Approval of Minutes, July 27, 2016 Public Hearing: Bryan Thompson *moved* and Mark Elletson *seconded* to approve the proposed minutes as submitted. *Motion passed unanimously.* (*Quinn Degner and Christian Dockum abstained*).

Approval of Minutes, July 27, 2016 Meeting: Bryan Thompson *moved* and Mark Elletson *seconded* to approve the amended minutes as follows:

In a discussion at the end of the meeting, Joe talked about an upcoming project regarding "A.TOD", adjacent to the current Scala project. He asked if the authority would like to consider an application in the early stages. The consensus was yes. *Motion passed unanimously.* (*Quinn Degner and Christian Dockum abstained*).

Consider and act on a request by Fairfield University to connect a new School of Nursing building to the Fairfield sewer system.

Mr. Kurtz. discussed the proposed plan of Fairfield University to connect a new School of Nursing building to the Fairfield sewer system with the Commission.

Mr. Michelangelo noted he concurs with the summary and inquired as to the rainfall effects, which was not in the report.

Mr. Thompson asked if they could co-inside it with the meter gages of the plan.

Mr. Kurtz noted there is another proposed building, which is part of the proposed application. It is a new building and a dormitory building. Mr. Kurtz handed out to the Commission a letter he sent to Chris Rogers, dated August 10, 2016, referencing estimated sewer demands for Fairfield University at 42 Langguth Road, Residence Hall, for their review.

W.P.C.A. Commission

Meeting Minutes
August 10, 2016
Page two

After discussion, it was noted this is not part of the agenda and will possibly go on the following agenda in September.

Mr. Thomson suggested that they look into the report for the new residence hall at the Jewish Home for the Elderly. He also suggested they provide a summary with respect to the flow analysis.

Bryan Thompson *moved* and Quinn Degner *seconded* to approve the discharge of the Fairfield University to connect a new School of Nursing building to the Fairfield sewer system contingent they pay the appropriate I&I abatement charge for the increase of gallon per day and to be determined by office staff and made payable within six months or no later than when the CO is issued for the occupancy of the building *Motion passed unanimously.*

Acceptance of FEMA Generator Grant at Wastewater Treatment Plant

Mr. Michelangelo noted all single mechanical units in the facility plan will get evaluated, as far as its condition. The generator is approximately 25 years old and is beyond its normal service life. The cost of purchasing and installing is \$463,000, 75% (\$347,250) is for the grant and 25% (\$115,750) is local funding.

Resolution:

WHEREAS, it is in the best interest of the Town of Fairfield Water Pollution Control Authority to purchase and install a new generator at the Wastewater Treatment Plant; and

WHEREAS, the cost of purchasing and installing is \$463,000, where \$347,250 (75%) reimbursement is provided through a Federal Pre-Disaster Mitigation Grant through a FEMA Grant administered by the State of Connecticut's Department Emergency Management & Homeland Security, and the remaining balance of \$115,750 is to be funded by the Water Pollution Control Authority.

NOW THEREFORE BE IT RESOLVED, that Michael C. Tetreau, First Selectman of the Town of Fairfield, is duly authorized to enter into and sign contracts on behalf of the Town of Fairfield Water Pollution Control Authority with the State of Connecticut's Department Emergency Management & Homeland Security for the purpose of obtaining a Federal FEMA Grant; and

FURTHER RESOLVED, that the First Selectman is authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto to secure said grant.

Bryan Thompson *moved* and Mark Elletson *seconded* to accept the grant money at 75% (\$347,250) for the FEMA Generator Grant at Wastewater Treatment Plant, as per resolution. *Motion passed unanimously.*

Notification to Authority: Trumbull WPCA to discharge into Fairfield Sewers at Park Ave & Toll House for approximately 30 days to perform a replacement of 800 lineal feet of force main in the Trumbull Sewer System. Sewer flow will be metered and charged standard rate.

Mr. Michelangelo noted the forest line at the old pump station on upper Park Avenue is old and is in need of replacement with 800 lineal feet of line, which is estimated to take about 30 days. This is not the first time to see this request.

Bryan Thompson *moved* and Mark Elletson *seconded* to permit Trumbull to discharge into Fairfield Sewers at Park Avenue & Toll House for a period of 30 days or however long it takes and to be charged at the current sanitary rate on their meter discharge.

There being no further business to come before the Commission, Bryan Thompson *moved* and Quinn Degner *seconded* to adjourn the meeting at approximately 8:00 p.m.

Respectfully Submitted,

Josephine M. Keogh
Recording Secretary

BID # 2020-38

DESC Waste Water Treatment Plant Generator

DATE 11/13/2019

TIME 11:00 AM

Town of Fairfield - Bid Results

Bidder	Lump Sum for all Work involved
L. Holzner Electric Co.	717,900.00
All Electric Construction & Communication	739,000.00
A&R Electric Inc.	798,000.00
Sal Sabia Electric	825,000.00

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of February in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Fairfield
725 Old Post Road
Fairfield CT 06824

and the Contractor:
(Name, legal status, address and other information)

Holzner Construction
596 John Street
Bridgeport CT 06604
Phone: 203-335-4204

for the following Project:
(Name, location and detailed description)

Wastewater Treatment Plant Generator and ATS Replacements
330 Richard White Way
Fairfield CT 06824
Bid #2020-38

The Architect:
(Name, legal status, address and other information)

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden CT 06518
Phone: 203-230-9007

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Thirty (30) calendar days after receipt of Notice to Proceed or signing of Contract whichever comes sooner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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User Notes:

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One hundred eighty (180) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Seventeen Thousand Nine Hundred Dollars and Zero Cents (\$ 717,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

None

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

None

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

None

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit

None

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall be as listed in S.I.B.1.1.B

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

Init.

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User Notes:

(3B9ADA42)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage of five (5) % plus CHRO retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

The two (2) % CHRO retainage will be returned in full after CHRO approves Holzner Electrical's affirmative action plan.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

if agreed to by the Owner

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraph Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Gerald Foley,
Town of Fairfield
Purchasing Department
725 Old Post Road
Fairfield CT 06824

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Mark Holzner, Vice President
Holzner Construction

Init.

596 John Street
Bridgeport CT 06604
Phone: 203-335-4204
Fax: 203-368-3425

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance per the Owner's Instructions to Bidders in the specifications manual.

§ 8.5.2 The Contractor shall provide bonds per the Owner's Invitation to Bid in the specifications manual.

§ 8.6 Intentionally Omitted

(Paragraph Deleted)

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2

AIA Document A201™–2017, General Conditions of the Contract for Construction

.4

(Paragraph Deleted)

Drawings

: See Exhibit "C" attached to this Agreement.

Number

Title

Date

.5 Specifications

: See Exhibit "B" attached to this Agreement.

Section

Title

Date

Pages

.6 Addenda, if any:

Number

Date

Pages

None

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

[
(Paragraph Deleted)

(Paragraph Deleted)

(Table Deleted)

[] Supplementary and other Conditions of the Contract: See Exhibit "A" attached to this Agreement.

Document	Title	Date	Pages
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.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Brenda L. Kupchick, First Selectwoman
(Printed name and title)

CONTRACTOR (Signature)

Mark Holzner Vice President
(Printed name and title)

OWNER(Signature)

Gerald Foley, Director of Purchasing
(Printed name and title)

Init.

WPCA WASTEWATER TREATMENT PLANT GENERATOR
AND ATS REPLACEMENTS

WASTEWATER TREATMENT PLANT
330 RICHARD WHITE WAY
FAIRFIELD, CT 06824

BID #2020-38

S/P+A PROJECT NO. 18.144

<u>DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS</u>	<u>PAGES</u>
Town of Fairfield Invitation to Bid	11
Instructions to Bidders (AIA A701)	6
Supplementary Instructions to Bidders	6
Bid Form	3
Bidder Qualification Statement (AIA A305)	5
CHRO Contract Compliance Regulations Notification to Bidders	5
Standard Form of Agreement Between Owner and Contractor (AIA A101)	7
General Conditions of the Contract for Construction (AIA A201)	40
Supplementary General Conditions	6
Project Application and Project Certificate for Payment (AIA G702)	1
Project Application Continuation Sheet (AIA G703)	1
Drawing List	1
 <u>DIVISION 1 – GENERAL REQUIREMENTS</u>	
Section 011000 Summary of Work	3
Section 012100 Allowances	3

WPCA WASTEWATER TREATMENT PLANT GENERATOR
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Section 012600	Contract Modification Procedures	3
Section 012900	Payment Procedures	4
Section 013100	Project Management and Coordination	6
Section 013200	Construction Progress Documentation	6
Section 013233	Photographic Documentation	2
Section 013300	Submittal Procedures	9
Section 014000	Quality Requirements	7
Section 014200	References	10
Section 015000	Temporary Facilities and Controls	3
Section 016000	Product Requirements	5
Section 017300	Execution	7
Section 017700	Closeout Procedures	4
Section 017823	Operation and Maintenance Data	8
Section 017839	Project Record Documents	4
Section 017900	Demonstration and Training	4
Section 019113	General Commissioning	19

DIVISION 2 – EXISTING CONDITIONS

Section 024119	Selective Demolition	6
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DIVISION 3 – CONCRETE

Section 033000	Cast-in-Place Concrete	20
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DIVISION 5 – METALS

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DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 079200	Joint Sealants	6
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DIVISION 9 – FINISHES

Section 099113	Exterior Painting	6
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DIVISION 23 – MECHANICAL

Section 231123	Facility Natural Gas Piping	18
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DIVISION 26 – ELECTRICAL

Section 260500	Common Work Results for Electrical	4
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Section 260543	Underground Ducts and Raceways for Electrical Systems	17
Section 260548	Vibration and Seismic Controls	8
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Section 263213.17	Gaseous Engine Generators	20
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DIVISION 31 – EARTHWORK

Section 311000	Site Clearing	3
Section 312000	Earth Moving	8
Section 312333	Trench Excavation and Backfill for Utilities	5

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 321216	Asphalt Paving	8
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END OF SECTION

WPCA WASTEWATER TREATMENT PLANT GENERATOR
AND ATS REPLACEMENTS

WASTEWATER TREATMENT PLANT
330 RICHARD WHITE WAY
FAIRFIELD, CT 06824

BID #2020-38

S/P+A PROJECT NO. 18.144

<u>Drawing Number</u>	<u>Drawing Name</u>
	COVER
<u>ELECTRICAL</u>	
E001	ELECTRICAL GENERAL NOTES
E100	WASTE WATER TREATMENT PLANT DEMO & CONSTRUCTION PLANS
E200	WASTE WATER TREATMENT PLANT ONE-LINE DIAGRAM
E300	ELECTRICAL DETAILS
<u>STRUCTURAL</u>	
S300	STRUCTURAL DETAILS & NOTES
<u>PLUMBING</u>	
P100	WASTE WATER TREATMENT PLANT GAS PIPING PLANS

END OF SECTION

**LEASE AGREEMENT BY AND BETWEEN
THE TOWN OF FAIRFIELD, TOWN OF WESTPORT
CONNECTICUT
and
SACRED HEART UNIVERSITY, INCORPORATED**

THIS LEASE made this ____ day of _____, 2020 between SACRED HEART UNIVERSITY, INCORPORATED, a Connecticut nonstock corporation organized and existing under the laws of the State of Connecticut, acting herein by John J. Petillo, Ph.D., its President, hereunto duly authorized (hereinafter referred to as “Lessor”) and the TOWN OF FAIRFIELD and TOWN OF WESTPORT, Connecticut, both municipalities located in the County of Fairfield and State of Connecticut acting herein by their respective chief executive officers (hereinafter collectively referred to as “Lessee”).

WITNESSETH:

1. **Demised Premises.** The Lessor hereby leases and demises to the Lessee and the Lessee hereby takes from the Lessor office space on the first floor of the East Building of the Lessor’s property located at 5151 Park Avenue, Fairfield, Connecticut (hereinafter referred to as the “Demised Premises”). Upon the terms and conditions and for the uses and purposes hereinafter provided. The Demised Premises consists of approximately 2,900 square feet of space located in the basement of the Library Building (Exhibit A). Lessee shall be assigned 12 parking spaces.
2. **Term.** This Lease is for a term of twelve and a half (12.5) years commencing from the date first above written and terminating twelve and a half (12.5) years from that date, unless this Lease is sooner terminated as hereinafter provided. Provided that the Lessee is not in default of this Lease, the Lessee may, at is sole option extend the term of this Lease for one additional term of twelve and a half (12.5) years pursuant to the same terms and conditions of this Lease. Lessee shall give Lessor ninety (90) days written notice prior to the expiration of the initial term if it intends to exercise the option term. The parties agree to enter good faith negotiations six (6) months prior to the expiration of the option term to further extend the lease. If the parties fail to come to terms on an extend lease within said (6) months, then in that event the Lessee is permitted to remain for an additional two (2) year period beyond the then current lease term, under the same terms and conditions of the Lease. At the expiration of said additional two (2)

year, said leasehold interest shall terminate and the Lessee shall vacated possession of the Premises.

3. **Rent.** The annual rent to be paid by the Lessee to the Lessor shall be in the amount of One Dollar and no/100 (\$1.00) and good and other valuable consideration.
4. **Use.** The Lessee may use and occupy the Demised Premises for the operation of a consolidated emergency dispatch center housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services and associated services and for no other purposes whatsoever. No use shall be permitted on the Demised Premises, which may interfere with the operations taking place on the property known as 5151 Park Avenue, Fairfield, Connecticut conducted by the Lessor.
5. **Approval.** This Lease is subject to the approval process established by the Charters and Municipal Code of Ordinances of each of the municipalities. Further this Lease is subject to and contingent upon the appropriation of funds by the Towns, through their respective Boards of Finance, in amounts necessary to implement their respective obligations. If those funds are not appropriated by either Town's Board of finance, the, upon written notice to the Lessor, this Lease shall be considered terminated and the Towns shall have no further obligation for payment hereunder.
6. **Assignment.** The Lessee shall not be permitted to assign this Lease or any interest therein unless assigned to an entity set up by the Lessee for the purpose of operating the 911 dispatch center.
7. **Subletting.** The Lessee shall not sublease, permit, or license the Demised Premises or any part thereof unless:
 - (a) Such sublease, permit or license shall be in writing and be pre-approved by the Lessor which pre-approval shall not be unreasonably withheld; and
 - (b) Such sublease, permit or license shall comport with the uses permitted by this Lease in the reasonable judgment of the Lessor; and

- (c) Such sublease, permit or license provides that the sublessee, permittee or licensee shall abide by all of the terms and conditions of this Lease and shall indemnify and hold the Lessor , its officers, agents and employees harmless from any and all liability arising from any such use of the Demised Premises in accordance with paragraph 18 hereof; and
 - (d) Such sublease, permit or license shall contain all insurance coverages required by the Lessor's Risk Manager.
 - (e) All cash, in kind or other compensation to be provided to the Lessee shall be specifically reflected in the books and records of the Lessee and shall be assigned to the Lessor.
8. **Quiet Enjoyment.** The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term without hindrance, molestation, ejection or interference except as otherwise provide in this Lease or as permitted by law.
9. **Lessee's Covenants.** The Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor inure nor misuse the same; and further agrees, warrants and represents that the Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever except as otherwise provide in this Lease, nor make alteration or improvements to the Demised Premises without the prior written approval of the Lessor, which approval shall not be unreasonably withheld, nor use the same for any purposes except as those expressly authorized herein or in accordance with the applicable provisions of this Lease. The Lessee shall keep the Demised Premises in good condition, free of debris, safely and adequately for the uses and purposes hereby authorized. The Lessee shall deliver the Demised Premises up to the Lessor upon the expiration or earlier termination of this lease in reasonably good condition, normal wear and tear excepted, and the Lessee shall have no right nor obligation to remove any improvements to the Premises that existed prior to the commencement of this Lease without the prior written consent of the Lessor.
10. **Default by Lessee.** If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, or if the Lessee should assign or hypothecate this Lease or sublet the Demised Premises in a manner not provide by this Lease or otherwise dispose of the whole or

any part of the Demised Premises or make any structural alterations therein without the prior written approval of the Lessor, or shall commit waste or suffer the same to be committed on said Demised Premises or injure or misuse the same, or if this Lease shall by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon by virtue of this expressed stipulation expire and terminate at the option of the Lessor and the Lessor may at any time thereafter re-enter said Demised Premises and shall have and possess all of the Lessor's former estate and without such re-entry may recover possession thereof in the manner proscribed by the statutes relating to summary process; it being understood that no demand for rent nor re-entry for conditions broken as at common law shall be necessary to enable the lessor to recover such possession pursuant to said statutes relating to summary process that any and all right to any such demand or any such re-entry is hereby expressly waived by the Lessee.

11. **Compliance with Laws.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to its use an occupancy of the Demised Premises.
12. **Access to Demised Premises.** Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises during reasonable business hours after reasonable prior oral or written notice to the Lessee or at any time in case of emergency for the purpose of ascertaining the condition of the Demised Premises, curing of default on the part of the Lessee at the Lessee's sole cost and expense or making major repairs and capital improvements at the Lessor's sole cost and expense. It is understood between the parties that given the security needs of the Lessee, all access must be accompanied by an agent of the Lessee.
13. **Repairs, Maintenance and Alterations.** Lessor shall be responsible for the repair and maintenance of the premises and common areas, including the foundation, floors, roof, windows, exterior walls and all structural, electrical mechanical and plumbing systems, equipment and fixtures serving the premises and common areas. As used herein, the term "repairs" shall include replacements and other improvements that are necessary to the maintenance of the premises and common areas in good order and condition. All repairs inside and the maintenance to the Demised Premises, except those that are caused by the Lessor's negligence, shall be the sole responsibility of the Lessee. The Lessee shall keep the Demised

Premises free from all dirt and other refuse and deposit the same in areas designated by the Lessor.

The Lessee shall be responsible for all costs, maintenance and expense necessary to renovate, equip and ready the Demised Premises for the Lessee's intended use; including all interior walls, all windows including all glass of any kind, all doors, non-structural portions of the Demised Premises, and legally mandated handicapped facilities within the Demised Premises that are required solely as a result of Lessee's use of the Demised Premises. Lessee shall be permitted to install a microwave transmitter on the roof of the building at its own cost and expense as long as it is compatible with the aesthetics of the building and is not visible from the ground. Lessee shall, before making any renovations, alterations, installations, or other improvements, at its own cost and expenses, obtain all permits, approvals and certificates required by any and all governmental or quasi-governmental agencies having jurisdiction, including but not limited to the Town of Fairfield. Evidence of all approvals shall be delivered to Lessor prior to the commencement of any work, and certificates of final approval, certificates of completion or certificates of occupancy, as applicable, shall also be delivered to the Lessor. All work performed by Lessee shall conform to and meet any and all requirements of any governmental or quasi-governmental authority, or any other agency having jurisdiction, or any applicable law, statute, ordinance, rule, regulation, code or other requirement.

All contractors engaged by the Lessee shall be duly licensed. The Lessee shall cause all contractors engaged in any construction to provide the Lessor with a waiver of lien, duly executed by the trade in recordable form. All renovations shall be completed in a professional and competent manner. Lessee agrees to use its best efforts to minimize disruption to other occupants of the Entire Premises. Lessee shall use its best efforts in the construction, design and engineering of the Demised Premises to reduce and minimize noise, odors, or vapors, which may emanate through the walls of the Demised Premises to the adjacent areas. Lessee, except as otherwise provided in this Lease, shall not make any renovations, installations, alteration, additions, or improvements in or to the Demised Premises, including without limitation, any apertures in the walls, partitions, ceilings or floors, without on each occasion obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall defend, indemnify and hold Lessor harmless from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including but not limited to reasonable attorney fees.

Lessor shall provide and pay charges for the following services and utilities at no cost to the Lessee:

- (a) Water and WPCA charges; and
- (b) Refuse removal

Lessee shall provide and pay charges for the following services and utilities at its sole cost and expense:

- (a) Electricity to the Demised Premises to be separately metered;
- (b) Internet service;
- (c) Heating and air conditioning; and
- (d) Security to the Demised Premises

14. **Books and Records.** Lessee shall maintain all records, correspondence and all other types of documentation related to the maintenance, repair, improvement and alteration of the Demised Premises, including but not limited to all maintenance agreements, certifications, inspections related thereto, and shall provide the Lessor with copies of such records, correspondence and documentation immediately upon the Lessor's written request.

15. **Insurance Requirements.** The Lessee shall maintain for the life of this Lease, commercial general liability insurance, auto liability, excess liability, and all risk personal property insurance covering Lessee's personal property in the Demised Premises and shall protect the Lessee and the Lessor and their employees, agents, trustees and officers from claims for damages arising out of personal injury, including death, and claims for property damage including fire damage legal liability, which may be suffered as a direct or indirect result of Lessee's occupancy of the Demised Premises under this Lease. The Lessee shall also maintain for the term of the Lease workers' compensation insurance covering injuries or disease suffered by the Lessee's employees and volunteers. The Lessee shall provide, at its own cost and expense, documentary proof of the following insurances to the Risk Manager of the Lessor:

- A. Workers' compensation- Statutory, which complies with the workers' compensation regulations and laws of the State of Connecticut.
- B. Commercial general liability- subject to a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage and \$3,000,000 in the

aggregate. This insurance shall include, but not be limited to, bodily injury and property damage and the following coverages:

1. Premises and operations liability.
 2. Products liability and completed operations, to be maintained for a period of not less than three years following termination or cancellation of this Lease.
 3. Broad form contractual liability covering any indemnities contained in the Lease.
 4. Personal injury and advertising liability.
 5. Fire damage legal liability
- C. All risk personal property insurance, which covers all personal property of the Lessee. The limits under the all-risk property insurance shall be on a full replacement cost basis covering owned and leased property and shall be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits. Any damages or losses beneath the applicable deductible(s) shall be repaired by the Lessee to the reasonable satisfaction of the Lessor. All repairs and/or replacement of damage and losses shall be completed within a commercially reasonable period of time after discovery of the damage or losses by either the Lessee or Lessor. All repairs and/or replacement of damage and/or losses to the Demised Premises must be approved by and meet the reasonable satisfaction of the Lessor.
- D. Auto Liability of \$1,000,000 to include any auto, hired autos, and non-owned autos.
- E. Excess (umbrella) liability insurance, subject to a minimum limit of liability of \$5,000,000, per occurrence and in the aggregate.
- F. The Lessor and its employees, agents, trustees and officers shall be designated as additional insureds under the commercial general liability and excess liability insurance policies. Thirty (30) days prior written notice shall be provided to the Lessor's risk manager in the event of cancellation, termination or material change in any terms and conditions of any insurance policies required hereunder.

- G. Any insurance required hereunder underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date not later than the date of execution of this Lease or commencement of the occupancy of the Demised Premises by the Lessee, whichever is earlier, and an extended reporting period endorsement of not less than three years following vacating of the Demised Premises or termination of this Lease, whichever is later.
- H. All insurance coverage and certificates of insurance shall be approved by the Lessor's risk manager prior to commencement of occupancy of the Demised Premises or execution of this Lease.
- I. The Lessee agrees to waive any right of recovery against the lessor and its employees, agents, trustees and officers for any claim, loss damage of any kind or description whatsoever, which may or may not be covered under insurance required under this Lease except with respect to gross negligence of the Lessor or its officers, agents, trustees and employees. All such insurance require under the Lease shall contain waivers of subrogation endorsements in favor of the Lessor and its employees, agents, trustees and officers. In addition, all such insurance required hereunder shall be primary insurance, without any right of contribution from any insurance maintained by or on behalf of the Lessor and its employees agents, trustees and officer.

16. **Non-Waiver.** The failure of the Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, the Lessor reserving the right to require strict compliance therewith at any time, with or without notice except as may be otherwise required herein.

17. **Condition of and Damage to the Demised Premises.** Lessee agrees warrants and represents that it has examined the Demised Premises and that the Demised Premises are suitable for the

uses and purposed intended by this Lease. No agreements, promises, covenants, warranties or representations have been made by the Lessor as to the condition of said Demised Premises upon which the Lessee has relied in entering into this Lease, and Lessee agrees to take the Demised Premises "as is" in the Demised Premises' present and existing condition.

Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause, the Lessor shall have no obligation to repair any damage, and either the Lessor or the Lessee may terminate this Lease immediately, at no cost or liability to the Lessor or Lessee, as the case may be. Under no circumstances shall Lessor be required to restore or replace Lessee's furniture, furnishings, trade fixtures, equipment or other items of personal property.

18. Indemnification. Lessor shall not be liable for any injury or damage to person or property happening in or on the Demised Premises by reason of any existing or future condition, defect, matter or thing, and Lessee agrees to indemnify and hold harmless the Lessor from any and all fines, claims, suits, actions, judgments, damages or liability arising therefrom and from anything otherwise arising from or out of the use and occupancy of the Demised Premises by the Lessee or the operation of the dispatch center. Lessor shall not be responsible for the loss of or damage to property, or injury to persons occurring in and or on the Demised Premises or for the acts, omission or negligence of other persons or Lessee, its employees, officers, trustees and agents, in and or on said Premises, and Lessee agrees to indemnify and save Lessor harmless from all fines, claims, suits, actions, judgments, damages or liability for loss of or damage to property or injuries to persons occurring in and or on the Demised Premises by reason of any such acts, omissions or negligence. Lessee further agrees to indemnify and save harmless Lessor o and from any and all fines, claims, suits, actions, judgments, damages or liability and acts of any kind by reason of any breach, violation, or non-performance of any covenant of condition hereof or for the violation of any law, statute, regulation or order, on the part of Lessee, its agents, employees, trustees or officers and authorize agents action on Lessor's exclusive behalf.

19. Mechanic's Liens and Encumbrances. In the event that any mechanic's lien is filed against the Demised Premises as a result of alterations, additions, or improvements made by the Lessee, Lessor, at its option, subject to the Lessee's right to bond and contest said lien, may upon thirty (30) days prior written notice pay said lien provided that Lessor and Lessee reasonably determine after inquiring into the validity thereof that the lien is valid and the amount claimed

is due, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging said lien, subject to the provisions of Paragraph 11 herein.

Except as may be specifically otherwise permitted in this Lease, Lessee shall not do any act which shall in any way encumber the title of Lessor in and to said Demised Premised, nor shall the interest or estate of Lessor in said Demised Premises be in any way subject to any claim of lien or encumbrance, whether by operation of law or by virtue of any expressed or implied contract by Lessee, and any claim to or lien upon the Demised Premises arising from any alleged act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall in all respects be subject and subordinate to the paramount title and right of Lessor in and to said Demised Premises. Lessee shall not convey, mortgage, pledge or encumber this Lease or any interest hereunder, except as provided elsewhere in this Lease, without the prior written consent of Lessor and any attempt to effect one or more of the foregoing activities, without such consent, shall be void and of no effect.

20. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises shall be in writing. If the Lessor or its agents desires to give or serve upon the Lessee any notice or demand, it shall be sufficient to send a copy thereof by certified or registered mail, addressed to the Lessee at the Demised Premises. All such notices to the Lessor from the Lessee shall be sent by registered or certified mail to the Vice President for Administration at 5151 Park Avenue, Fairfield, Connecticut 06825, with a copy to the General Counsel at the same address.

21. **Holdovers.** In the event that the Lessee shall remain in the Demised Premises after the expiration of the term of the Lease without having executed a new written Lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of its term and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or the Lessor may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration.

22. **Eminent Domain; Condemnation.** If the Entire Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose during the Term of this Lease,

then in that event the Term of this Lease shall cease and terminate as of the date when title vests in such proceeding and Lessee shall have no claim against Lessor as a result. In the event the whole or any part of the Demised Premises shall be taken under any power of eminent domain or condemnation, the Lessee hereby waives any claim to compensation for the Lessee's loss of the fair market value of the Demised Premises.

23. **Personal Property.** All of the Lessee's personal property of every kind and description, which may at any time be inside of the Demised Premises, shall be at the Lessee's sole risk and respect to loss of theft, except when due to the Landlord's negligence.

24. **Subordination and Nondisturbance.** This Lease and all of the rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages previously and/or subsequently place on the Entire Premises or any part thereof (except the Lessee's personal property or trade fixtures) and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages.

25. **Hazardous Material.** Lessee covenants that it will not use, maintain, generate, store, treat or dispose of any Hazardous Material in or on the Demised Premises in violation of applicable governmental regulations. Lessee hereby agrees to indemnify and hold harmless Lessor from and against any damage, penalty, loss, liability, claim or expense, including without limitation reasonable remediation, mitigation, engineering and attorneys' fees, costs and expenses arising out of the breach of this covenant. Lessee's representation and indemnity obligations to Lessor under this Section 25 shall survive the cancellation or termination of this Lease.

For purposes of this Section 25, the term "Hazardous Material" shall mean any toxic or hazardous waste or substance (including without limitation asbestos and petroleum products) which is regulated by applicable local, state or federal environmental laws, statutes, ordinances or regulations.

26. **Signs.** No sign, advertisement or notice shall be affixed to or placed upon any exterior part of the building or window of the Demised Premises by the Lessee.

27. **Prejudgment Remedy.** Lessee of this Lease acknowledged that this Lease is a commercial transaction, as such term is used and defined in Section 52-278A of the Connecticut General Statutes.

28. **Grant of License.** Lessee's employees regularly assigned to the Demised Premises are granted a limited revocable license, subject to availability, to use the Fitness Center, Food Services (at their own cost and expense) and a conference room. In addition if the Guest House on the Premises is in operation, Lessee's employees regularly assigned to the Demised Premises may avail themselves to the use of the Guest House, subject to availability, during a declared emergency by the First Selectman of the Town of Fairfield.

29. **Entire Agreement.** This Lease contains the entire agreement between the parties and all representations to this tenancy or to the Demised Premises are included herein.

30. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Connecticut.

31. **Successors and Assigns.** This Lease shall be binding upon the parties, their successors, successors and assigns, trustees and legal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first set forth above.

LESSOR:

SACRED HEART UNIVERSITY, INC.

BY: JOHN J. PETILLO, PH.D.
ITS: PRESIDENT

Lease Agreement
Sacred Heart University, Inc. and
Town of Fairfield
Town of Westport
Signature Page Continued from Page 12

LESSEE:

TOWN OF FAIRFIELD, CONNECTICUT

BY: Brenda L. Kupchick
ITS: FIRST SELECTWOMAN

Lease Agreement
Sacred Heart University, Inc. and
Town of Fairfield
Town of Westport
Signature Page Continued from Page 13

TOWN OF WESTPORT, CONNECTICUT

BY: JIM MARPE
ITS: FIRST SELECTMAN

Lease Agreement
Sacred Heart University, Inc. and
Town of Fairfield
Town of Westport
Signature Page Continued from Page 14

STATE OF CONNECTICUT)
) SS. FAIRFIELD
COUNTY OF FAIRFIELD)

On this the ____ day of , 2020, before me personally appeared JOHN J. PETILLO, President of the Sacred Heart University, Inc., duly authorized, signer and sealer of the foregoing instrument and acknowledge the same to be his free act and deed and the free act and deed of said corporation before me.

Notary Public/Commissioner Superior Court

STATE OF CONNECTICUT)
) SS. FAIRFIELD
COUNTY OF FAIRFIELD)

On this the ____ day of , 2020, before me personally appeared BRENDA KUPCHICK First Selectwoman of the Town of Fairfield, Connecticut, duly authorized, signer and sealer of the foregoing instrument and acknowledge the same to be his free act and deed and the free act and deed of said Town of Fairfield before me.

Lease Agreement
Sacred Heart University, Inc. and
Town of Fairfield
Town of Westport
Signature Page Continued from Page 15

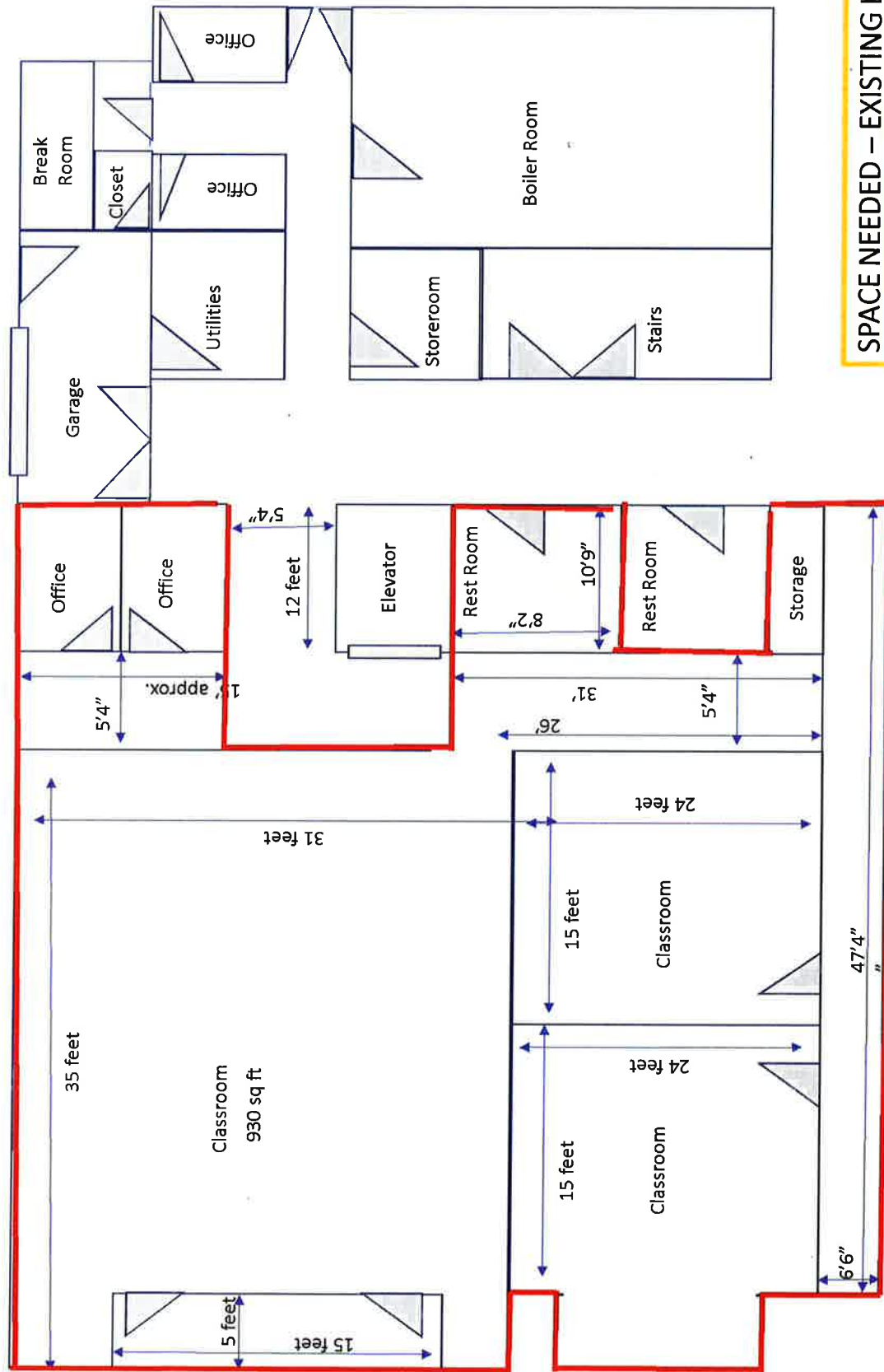
Notary Public/Commissioner Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) SS. WESTPORT

On this the ____ day of , 2020, before me personally appeared JIM MARPE, First Selectman of the Town of Westport, Connecticut, duly authorized, signer and sealer of the foregoing instrument and acknowledge the same to be his free act and deed and the free act and deed of said Town of Westport before me.

Notary Public/Commissioner Superior Court

SPACE NEEDED – EXISTING LAYOUT



PARKING LOT

Return to:
Aquarion Water Company of Connecticut
835 Main Street
Bridgeport, CT 06604
Attn.: Liz Camerino-Schultz

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Town of Fairfield, a Connecticut municipality, having an address at 611 Old Post Road, Fairfield, CT 06824 (hereinafter called "Grantor"), for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration received to its full satisfaction, which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm unto AQUARION WATER COMPANY OF CONNECTICUT, a Connecticut public service company, with an office at 835 Main Street, Bridgeport, CT 06604 (hereinafter called "Grantee"), the perpetual right, privilege and authority to lay, construct, maintain, operate, alter, inspect, repair, remove, change the size of and replace pipes and pipe lines and associated valves, fittings, and appliances appurtenant thereto for the transportation of water by a route under, upon, over and through land of Grantor, situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, and more particularly described as follows:

All that certain piece, parcel or tract of land shown and designated as "Easement to Aquarion Water Company of CT from the Town of Fairfield Area = 2,340 SQ. FT." (the "Easement Area") on a certain survey entitled, "Map Showing Easements to Aquarion Water Company from John J. Mitnick, Judith A. Mitnick, Maryanne E. Mitnick and The Town of Fairfield Properties at #57 Beaumont Place and #3 Rugby Road, Fairfield, Connecticut" and prepared by Luchs Consulting Engineers, LLC, which survey has been filed in the office of the Fairfield Town Clerk as Map No.

_____.

Grantee's rights described herein shall apply to both a water distribution system serving Grantor's property and delivery of water to third party customers of Grantee outside of Grantor's property.

With respect to the pipe and pipe lines and connections and appurtenances hereof accepted and reserved to Grantee herein as above set forth, the same are and shall be and remain the property of said Grantee. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same, the right at any reasonable time or times to enter upon the Easement Area at such point or points as Grantee may deem expedient or necessary for the purpose of construction, inspection, maintenance and repair of the same, and of installing additional pipe lines, reconstruction and/or replacement of any or all of the same by other pipes of the same or different size. Grantee covenants that said rights of entry, inspection, installation, maintenance, repair and replacement shall be exercised, so far as practicable and, except in the case of emergency, in accordance with the reasonable convenience of Grantor and without doing any unreasonable damage. Notwithstanding any emergency as described herein, Grantee shall provide to Grantor reasonable notification concerning any improvements made thereon to the

Fairfield Department of Public Works. Before commencing said work, Grantee shall take photographs properly preserving the area to be disturbed pre-construction or alteration. Thereafter, Grantee will, upon completion of any such work, replace and restore said ground, as nearly as may be feasible, to the same condition as existed before the undertaking of said work.

Grantor reserves for itself its successors and assigns, the right to fully use and enjoy Grantor's premises, subject to the rights, privileges and authority herein granted and confirmed; provided, however, that Grantee shall have the right from time to time to cut and remove all trees, undergrowth, and other obstructions in or about the Easement Area that threaten to injure, endanger or interfere with the construction and use of Grantee's property therein, including without limitation said pipe line or fittings and appliances appurtenant to said line. In the event of damage to or destruction of any of Grantee's improvements in the Easement Area by Grantor or its contractors, agents, employees or invitees, all costs of repair or replacement shall be borne by Grantor. The Grantor shall not be responsible for damage caused by third parties hired by Grantee with access in the area of the right-of-way easement. Neither the Grantor nor the Grantee shall be responsible for any other independent third party with the unauthorized access in the area of the right-of-way easement.

Grantor covenants, for itself and its successors and assigns, that it will not, at any time without the written consent of Grantee, disturb or damage said pipe line or any part thereof, or excavate, fill, grade or build or permit to be built any construction of any description which will obstruct or hinder Grantee in the aforesaid easements or entry, inspection, maintenance, repair and replacement, or will impair the free and unrestricted exercise thereof. This provision shall not apply to any instance where the Grantor is responding to an emergency.

The term of and the parties' rights and obligations under this Easement shall be construed in accordance with the laws of the State of Connecticut. Any controversy or claim arising out of or relating to this right-of-way easement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any action, suit or proceeding is commenced under or in connection with this Easement, the losing party shall pay to the prevailing party, and the prevailing party shall be entitled to an award for reasonable attorneys' fees, court costs, and other litigation expenses incurred by the prevailing party in connection with such action, suit or proceeding.

This Easement shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and each of their respective successors and assigns forever. Any obligations contained herein with regard to the Easement granted hereby shall be construed as covenants and not as conditions, and any violation of any such covenants shall not result in a forfeiture or reversion of the Easement granted herein or any property interest conveyed hereby.

This Easement sets forth the entire agreement of the parties concerning the matters set forth herein. There are no additional oral or written representations or agreements. This instrument may be amended only in writing signed by the parties or their successors in interest.

TO HAVE AND TO HOLD the said granted rights, privileges, and authority unto Grantee, its successors and assigns, to it own proper use and behoof.

IN WITNESS WHEREOF, Grantor has caused to be executed this _____ day of _____, 2020.

Signed, Sealed and delivered
in the presence of:

GRANTOR
TOWN OF FAIRFIELD

Print Name:

By:

Brenda L. Kupchick
First Selectwoman

Print name:

STATE OF CONNECTICUT)

)

ss: Fairfield

COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Brenda L. Kupchick, First Selectwoman of the Town of Fairfield, on behalf of the Town of Fairfield.

Commissioner of Superior Court
Notary Public
My commission expires: _____