

BOARD OF SELECTMEN MEETING
Wednesday, January 3, 2024, 4:00 pm
Via Webex & In-Person in the
First Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT 06824

A recording of this meeting can be found here: [BOS Regular Meeting 1/3/2024 4:00 pm](#).

DRAFT MINUTES

MEMBERS PRESENT: First Selectman William A. Gerber, Selectman Christine Vitale, Selectwoman Brenda L. Kupchick

OTHERS PRESENT: Assistant DPW Director John Cottell, Town Attorney Phil Pires, Bob Ellwanger, Steve Grathwohl, Art Gravanis, James Bohan, Adam Goodman, Tara Hawley, Brian Vahey, Jacqueline N. Paige, Sarah Mason, Susanne Teitell, George Clark, Pertrinea R. Cash, Ronald Blumenfeld, Carol Landman, Human and Social Services Director Julie DeMarco, Mary Hogue, RACE President Devin Santa, Town Engineering Department's Project Manager Eli Ghazal, Chief of Staff Christine Brown, Communications Director Lisa Clair, FairTV, members of the public

1) CALL TO ORDER / ROLL CALL

First Selectman Bill Gerber called the meeting to order at 4:00 pm and the roll was called.

2) PLEDGE OF ALLEGIANCE

Mary Hogue led the Pledge of Allegiance.

Selectwoman Kupchick made a motion to hear Item 9 before Item 3. Selectman Vitale seconded the motion which carried unanimously.

The Item discussion and vote can be found in Item 9.

3) MINUTES

To consider and act upon the minutes of December 11, 2023, December 14, 2023 and December 18, 2023

Selectwoman Kupchick made a motion to approve the minutes separately as she was absent from two of the meetings and would need to abstain from voting. Selectman Vitale seconded the motion which carried unanimously.

Minutes of 12/11/23 – carries 2-0-1 (Kupchick abstained)

Minutes of 12/14/23 – carries 2-0-1 (Kupchick abstained)

Minutes of 12/18/23 – carries unanimously

4) RESIGNATION

Ethics Commission

Gilbert C. Donovan (D) 162 Green Acre Lane, term 07/23-07/25

(Resigned on December 20, 2023)

*This Item is for informational purposes only.

5) REAPPOINTMENTS

To hear, consider and act upon the following reappointments:

a. Affordable Housing Committee

- i. Robert J. Ellwanger, Jr. (U) 85 Sasapequan Road, term 11/23-11/27

Selectman Vitale made a motion to approve the reappointment of Robert Ellwanger to the Affordable Housing Committee. Selectwoman Kupchick seconded the motion which carried unanimously.

- ii. Stephen Grathwohl (U) 132 Adley Road, term 11/23-11/27

Selectman Vitale made a motion to approve the reappointment of Stephen Grathwohl to the Affordable Housing Committee. Selectwoman Kupchick seconded the motion which carried unanimously.

b. Historic District Commission – *requires RTM approval*

- i. James P. Bohan (R) 51 Station Street, term 11/23-11/28 (*Alternate*)
ii. Arthur N. Gravanis (U) 2829 Bronson Road, term 11/23-11/28 (*Full Member*)

Selectwoman Kupchick made a motion to approve the reappointments of both James Bohan and Arthur Gravanis to the Historic District Commission. Selectman Vitale seconded the motion which carried unanimously.

c. Land Acquisition Commission

- i. Adam Y. Goodman (D) 87 Sasco Hill Road, term 11/23-11/27
ii. Tara R. Hawley (R) 159 North Cedar Road, term 11/23-11/27
iii. Kasandra F. Marshal (D) 112 Judd Street, term 11/23-11/27

Selectman Vitale made a motion to approve the reappointments of Adam Goodman, Tara Hawley and Kasandra Marshal to the Land Acquisition Commission. Selectman Vitale seconded the motion which carried unanimously.

First Selectman Gerber gave all reappointed members the opportunity to speak.

6) APPOINTMENTS

To hear, consider and act upon the following appointments:

a. Affordable Housing Committee

- i. Jacqueline N. Paige (D) 683 Fairfield Beach Road, term 11/23-11/27
ii. Brian P. Vahey (R) 1625 Melville Avenue, term 11/23-11/27

Selectwoman Kupchick made a motion to approve the appointment of Jacqueline Paige to the Affordable Housing Committee. Selectman Vitale seconded the motion which carried unanimously.

b. Bicycle and Pedestrian Committee

- Sarah M. Mason (D) 15 Phyfe Road, term 11/22-11/26
(to fill a vacancy for Mary M. Tomey-Streeto (D) who resigned)

Selectman Vitale made a motion to approve the appointment of Sarah Mason to the Bicycle and Pedestrian Committee. Selectwoman Kupchick seconded the motion which carried unanimously.

c. FairTV Commission – *requires unanimous BOS approval and RTM approval*

- Susanne Teitell (R) 43 Hunter Lane, term 07/23-07/26
(to fill a vacancy for Anne Marie Lagnese (R) who resigned)

Selectman Vitale made a motion to approve the appointment of Susanne Teitell to the FairTV Commission. Selectwoman Kupchick seconded the motion which carried unanimously.

- d. Historic District Commission Full Member – **requires RTM approval**
George E. Clark, Jr. (R) 174 Old South Road, term 11/21-11/26
(Moving from Alternate to Full Member to replace Christopher Shea (R) who was elected to RTM)

Selectwoman Kupchick made a motion to approve the appointment of George Clark to the Historic District Commission. Selectman Vitale seconded the motion which carried unanimously.

- e. Human Services Commission
Pertrinea R. Cash (U) 130 Fairchild Avenue # 203, term 11/23-11/27

Selectwoman Kupchick made a motion to approve the appointment of Pertrinea Cash to the Human Services Commission. Selectman Vitale seconded the motion which carried unanimously.

- f. Solid Waste and Recycling Commission - **requires RTM approval**
Ronald Blumenfeld (D) 1185 Stillson Road, term 11/22-11/26
(to fill a vacancy for Kirstin M. Etela (D) who resigned)

Selectwoman Kupchick made a motion to approve the appointment of Ronald Blumenfeld to the Solid Waste and Recycling Commission. Selectman Vitale seconded the motion which carried unanimously.

First Selectman Gerber gave all of the above the opportunity to speak.

7) **FIRST SELECTMAN REAPPOINTMENT (*for information only*)**

Housing Authority

Carol D. Landsman (D) 41 Old Coach Road, No Term Limits

This item is for informational purposes only.

8) **BIGELOW CENTER MOU - HUMAN AND SOCIAL SERVICES DIRECTOR JULIE DEMARCO**

To hear, consider, and act upon a Memorandum of Understanding Between the Town of Fairfield and RW Solutions, Inc. concerning meals and services for the Bigelow Senior Center for FY2023-2024, as recommended by the Director of Human Services.

Selectman Vitale made a motion to approve Item 8. Selectwoman Kupchick seconded the motion.

Human Services Director Julie DeMarco said this is an MOU between the Town and RW Solutions. Meals are currently served three days a week. Ms. DeMarco said a survey was sent to seniors asking if the service is meeting their needs. She said the members seem to be satisfied with the meal service three days a week and if that would change, she would have no problem increasing the meal service.

The motion carried unanimously.

9) **LEGAL AGREEMENT - ASSISTANT PUBLIC WORKS DIRECTOR JOHN COTTELL**

To hear, consider, and act upon a Standard Fast Track and Study Process Generator Interconnection Agreement between The United Illuminating Company, Electronic Distribution Company, and the Town of Fairfield, as recommended by Assistant Public Works Director Cottell.

This Item was moved to the beginning of the meeting as the Assistant DPW Director had a previous commitment that conflicted with the BOS meeting.

Selectwoman Kupchick made a motion to approve Item 9. Selectman Vitale seconded the motion.

Assistant DPW Director John Cottell said this is for an interconnection agreement for a solar field that is located in Woodbridge, CT and the solar field is in the Town's name.

The motion carried unanimously.

10) DELEGATION OF AUTHORITY - TOWN ATTORNEY PHILIP PIRES

To hear, consider, and act upon the following resolution as recommended by the Town Attorney:

RESOLVED, that pursuant to Section 5.2C(1) of the Town Charter, the Board of Selectmen hereby delegates contract-making authority to each Department Head, as well as the First Selectman, for contracts that are for a duration of less than one month and involve the expenditure by or income to the Town of less than \$10,000. This delegation of authority does not eliminate review by other persons or bodies where required by the Town Charter, by ordinance, or by the General Statutes.

Selectman Vitale made a motion to approve Item 10. Selectwoman Kupchick seconded the motion.

Town Attorney Phil Pires said this is a delegation of authority for contract approval. He said this is for Town contracts only and not BOE. There was a discussion about the various contracts the Town enters into and who should have the approving authority of these contracts.

Selectman Vitale made a motion to have a five-minute recess in order to review the Town Charter with regard to contract approval. Selectwoman Kupchick seconded the motion which carried unanimously. The meeting recessed at 4:56 pm.

The meeting resumed at 5:01 pm.

The BOS realized the Charter section number referenced in the resolution was incorrect.

Selectwoman Kupchick made a motion to postpone Item 10 to the next BOS meeting. Selectman Vitale seconded the motion which carried unanimously.

11) LEGAL FEES - TOWN ATTORNEY PHILIP PIRES

To hear, consider, and act upon a request from The Sasco Creek Neighbors Environmental Trust Inc. for the payment of legal fees to Berchem Moses, P.C. for legal services that benefitted the Town of Fairfield in connection with Connecticut Siting Council Docket 516. The recommended payment for the consideration of the Board of Selectmen is \$37,711.11, which would be paid from the Legal Services budget.

Selectman Vitale made a motion to approve Item 11. Selectwoman Kupchick seconded the motion.

There was a discussion about the precedent this sets and the Town's legal budget and how this will affect it. Attorney Pires explained that this situation did benefit the Town and it was requested that the Town pay for a portion of the legal fees accumulated by The Sasco Creek Neighbors Environmental Trust.

Public Comment: Meghan McCloat -Redding Road – said she worried about the precedent this sets and that the public deserves an explanation if another group of the Town would like to be reimbursed for similar situations. First Selectman Gerber clarified that it is not the Sasco Creek Neighbors Environmental Trust being reimbursed, but the legal counsel of Berchem Moses, PC.

The motion carried unanimously.

12) PENFIELD PAVILION UPDATE – RACE COASTAL ENGINEERING AND ENGINEERING PROJECT MANAGER ELI GHAZAL

To Hear an Update on Penfield Pavilion from RACE Coastal Engineering and to provide a general update on project

First Selectman Gerber discussed the background and history of this project. He said construction is still scheduled to begin in January. RACE representatives referenced a 10 – 25 year storm for this study which they said are more frequent than a 100-year storm. The Flood & Erosion Control Board (FECB) believes a 100-year storm is relevant. RACE said the study was completed at the end of December, but the results have not been posted. There was a discussion about re-engineering the beach back up to 11 feet with FEMA's approval. RACE President, Devin Santa, presented the results and predictions of what would happen should the coast of Fairfield experience a severe storm. The presentation is included in the backup online. There was also a discussion about relocating sand to bring the elevation backup to 11 feet. Town Engineering Project Manager Eli Ghazal also spoke about this project. The total project will take 10-12 months.

Public Comment:

Steve Banko, Flintlock Road, Southport – Why did FEMA want the elevation at Penfield lowered from 11 feet – 8 feet?

FEMA looks at the natural grade and that is how they want it to stay.

Becky Bunnell, FECB Chair, Fairfield Beach Road – She was thankful for the study and it will be complete. She said DEEP has a regulation that a resident can build a dune 28 days before a storm as a protective measure. Ms. Bunnell asked if there are any options to revise the 8 foot FEMA requirement.

Ian Bass, Lalley Boulevard – He said he has lived directly across the street from Penfield and has been in the area longer than any employee of the Town. He said he had served on the Penfield Building Committee. Mr. Bass said he is concerned that if the Town does build the beach back up to 11 feet and FEMA comes back with another NOV, it will affect everyone in the area and the Town will be in this situation again. Mr. Bass continued discussing the size and style of the Pavilion. He wanted to go on record that the voting public of the Town wanted a smaller building for the Pavilion and not the building as it is now. He then spoke about the revenue associated with the Pavilion.

Alyssa Israel, Rowland Road – She said she agrees with Mr. Bass and feels this project is too expensive. She said she has read many papers from FEMA regarding this project. She suggested taking down the “event hall” and leaving the east and west wings of the Pavilion.

Dick Dmochowski, Colonial Road – He said Mr. Bass was the minority voice in Penfield Building Committee meetings. Mr. Dmochowski said he would like to request the presentation from RACE be included in the online backup for the public.

Mr. Gerber discussed the initial grade beams and also gave additional comments.

13) PENFIELD PAVILION (*requires BOF and RTM approval*)

To hear, consider, and act upon a resolution entitled, “A resolution appropriating an additional \$1,380,000 for costs related to construction, remediation, and addressing the Notices of Violation at Penfield Pavilion.” See full resolution contained in the backup materials.

Selectwoman Kupchick made a motion to approve the item. Selectman Vitale seconded the motion.

Selectwoman Kupchick made an amendment to revise the resolution appropriating costs related to Penfield Pavilion in Item 13. Selectman Vitale seconded the amendment which carried unanimously.

DRAFT REVISED RESOLUTION:

A RESOLUTION APPROPRIATING AN ADDITIONAL \$1,429,950 FOR COSTS RELATED TO CONSTRUCTION, REMEDIATION, AND ADDRESSING THE NOTICES OF VIOLATION AT PENFIELD PAVILION

WHEREAS, the Town has received Notices of Violation from federal and state agencies regarding Penfield Pavilion that must be addressed; and

WHEREAS, the total costs for the remediation and construction at Penfield Pavilion, as well as, the cost to address the Notices of Violation, have increased to \$13,029,950 (the “Total Costs”); and

WHEREAS, the Town previously allocated and approved \$1,000,000 in American Rescue Plan Act funding to be applied towards the Total Costs; and

WHEREAS, the Town also previously allocated and approved \$10,600,000 from its Capital Non-Recurring Account (the “Account”) to finance the Total Costs; and

WHEREAS, the Town is holding additional funds (the “Funds”) in the Account and desires to appropriate an additional \$1,429,950 of the Funds to finance the balance of the Total Costs; and

NOW, THEREFORE, BE IT RESOLVED:

The Town hereby appropriates the sum of \$1,429,950 from the Capital Non-Recurring Account for the remediation, construction, and costs to address the Notices of Violation at Penfield Pavilion.

There was a discussion about the costs for Penfield and if they are still within the overall estimate. Mr. Ghazal confirmed that the costs are still below what was budgeted.

Selectwoman Kupchick spoke about Penfield and decisions that were made while she was First Selectwoman. The discussion among the BOS members continued.

Public Comment:

Laura Devlin - Brett Road – She thanked First Selectman Gerber for keeping this Item on the agenda and sharing the information with the public. Ms. Devlin had other comments as well which can be heard by accessing the meeting recording.

The main motion, as amended, carried unanimously.

14) REFUNDS - TAX COLLECTOR

To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$6,968.81.

Selectman Vitale made a motion to approve Item 14. Selectwoman Kupchick seconded the motion which carried unanimously.

15) To hear, consider and act upon any other business which shall properly come before this meeting

First Selectman Gerber announced he hired Lisa Clair as a part-time Communications Director. Ms. Clair said she is a 28-year town resident and raised her children in Fairfield. She said she will be responsible for external and internal communications in the First Selectman's Office. Selectwoman Kupchick requested a copy of the Communication Director's job description be sent to the BOS members.

16) Adjourn

Selectman Vitale made a motion to adjourn. Selectwoman Kupchick seconded the motion which carried unanimously.

The meeting adjourned at 6:40 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN SPECIAL MEETING
Wednesday, January 17, 2024, 4:00 pm
Via Webex & In-Person in the
First Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT 06824
<https://www.youtube.com/watch?v=B02Wtlmm0XY>

DRAFT MINUTES

MEMBERS PRESENT: First Selectman William A. Gerber, Selectman Christine Vitale, Selectwoman Brenda L. Kupchick

OTHERS PRESENT: David Kanter, Town Attorney Pires, Purchasing Director Adam Tulin, former Town Attorney James Baldwin, FairTV, members of the public

1) CALL TO ORDER / ROLL CALL

First Selectman Bill Gerber called the meeting to order at 4:00 pm and the roll was called.

2) PLEDGE OF ALLEGIANCE

David Kanter led the Pledge of Allegiance.

3) FIRST SELECTMAN APPOINTMENT

Town Treasurer

David M. Kanter (D) 11 Myren Street, term 2023-2027

First Selectman Gerber introduced David Kanter as the Town Treasurer for the duration of Mr. Gerber's term, 2023-2027. Mr. Gerber gave a brief overview of Mr. Kanter's background in Finance. Mr. Kanter thanked the BOS for the opportunity and spoke of his application for the Board of Library Trustees of which the Town Treasurer is an ex-officio member of.

4) DELEGATION OF AUTHORITY - TOWN ATTORNEY PHILIP PIRES (*Postponed from 01/03/24 BOS Mtg*)

To hear, consider, and act upon the following resolution as recommended by the Town Attorney:

RESOLVED, that pursuant to Section 6.1C(1) of the Town Charter, the Board of Selectmen hereby delegates contract-making authority to each Department Head, as well as the First Selectman, for contracts that are for a duration of less than one month and involve the expenditure by or income to the Town of less than \$10,000. This delegation of authority does not eliminate review by other persons or bodies where required by the Town Charter, by ordinance, or by the General Statutes.

Selectman Vitale made a motion to approve Item 4. Selectwoman Kupchick seconded the motion.

Town Attorney Phil Pires said the Charter makes it clear of contract approval and who has the authority to enter into such contracts. Selectwoman Kupchick spoke about her concerns with this item of delegation of authority and said it is covered in Purchase Orders. There was a long and detailed discussion about some Purchase Orders needing additional contracts as well as the different parts of the Charter referencing the delegation of authority. This Item is referenced in the Charter, Section 6.1C(1) and Selectwoman Kupchick referred Section 12.8. The discussion continued and former Town Attorney James Baldwin commented as well saying he didn't think it would hurt for this policy to pass, but also agreed with Selectwoman Kupchick that section 12.8 is similar.

The motion carried 2-1-0 (Kupchick opposed).

5) FIRST SELECTMAN

To hear, consider, and act upon an Administrative Lobbying Proposal from Gaffney, Bennett, and Associates Incorporated regarding the United Illuminating proposal pending before the Connecticut Siting Council in Docket 516.

Selectman Vitale made a motion to approve Item 5. Selectwoman Kupchick seconded the motion.

Town Attorney Pires gave an overall status on the UI situation. He said the Town will pursue discussions with UI to see if an agreement can be reached before the February hearing. He said both the Town and UI submitted briefs ahead of the hearing. Town Attorney Pires said Gaffney, Bennett and Associates' contract will be month to month at \$5,000/month. Selectwoman Kupchick would like Mr. Gerber to share where the funding will come from when it is decided.

The motion carried unanimously.

6) ADJOURN

Selectwoman Kupchick made a motion to adjourn. Selectman Vitale seconded the motion which carried unanimously.

The meeting adjourned at 4:41 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

[Board of Selectmen \(Special Meeting\) - 1/24/2024](#)
[\(youtube.com\)](#)

BOARD OF SELECTMEN SPECIAL MEETING
Wednesday, January 24, 2024, 4:00 pm
Via Webex or In-Person in the
First Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT 06424

DRAFT MINUTES

MEMBERS PRESENT: First Selectman William A. Gerber, Selectman Christine Vitale, Selectwoman Brenda L. Kupchick

OTHERS PRESENT: IT Director Dave Kelley, Deputy Police Chief Eddie Weihe, Purchasing Director Adam Tulin, Town Attorney Phil Pires, FairTV, members of the public

1) CALL TO ORDER / ROLL CALL

First Selectman Bill Gerber called the meeting to order at 4:00 pm.

2) OATH OF ALLEGIANCE

IT Director Dave Kelley led the Oath of Allegiance.

First Selectman Gerber asked for a moment of silence to remember Father Charles Allen and former Police and Ethics Commission member Don Leber.

3) POLICE CHIEF

To hear, consider, and act upon two Sales Authorizations in the amounts of \$3,454.30 and \$13,011.25 between the Town of Fairfield and Total Communications for labor, services, and materials as more fully set forth in the Sales Authorizations.

Selectwoman Kupchick made a motion to approve Item 3. Selectman Vitale seconded the motion.

Deputy Police Chief Eddie Weihe said this item is to approve funding Total Communications for the completion of service to the Fairfield County Regional Dispatch which would add caller ID and identify all 911 hang-up callers. He said the two amounts are the sum of Fairfield and Westport.

The motion carried unanimously.

4) POLICE CHIEF

To hear, consider, and act on a Maintenance Agreement between the Town of Fairfield Police Department and Inqeris Training Solutions for labor, travel, and expenses to perform maintenance and repairs for the department's firearms range facility. This approval includes the authorization for the Fairfield Police Department to enter into renewals with Inqeris Training Solutions on similar terms and conditions.

Selectwoman Dupchick made a motion to approve Item 4 and invite the Town Attorney. Selectman Vitale seconded the motion which carried unanimously.

Deputy Chief Weihe explained that this Item is for services from Inveris Training Solutions. He said the Police Department has used their services for many years. He said the Fire Arms Range is currently inoperable and in need of immediate repairs. He said the Police Department would like to contract Inveris for the repairs as they have done in the past.

The motion carried unanimously.

5) TOWN ATTORNEY

Executive Session with Town Attorney Philip Pires to discuss a personnel matter related to the Chief Fiscal Officer; possible action after executive session to approve a separation agreement.

Selectwoman Dupchick made a motion to go into Executive Session at 4:06 pm and invite Town Attorney Pires to attend. Selectman Vitale seconded the motion which carried unanimously.

Selectwoman Dupchick made a motion to come out of Executive Session at 4:25 pm. Selectman Vitale seconded the motion which carried unanimously.

Selectwoman Dupchick made a motion to approve a separation agreement between the Town and CFO. Selectman Vitale seconded the motion which carried unanimously.

6) ADJOURN

Selectwoman Dupchick made a motion to adjourn. Selectman Vitale seconded the motion which carried unanimously.

The meeting adjourned at 4:28 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

January 11, 2024

Ms. Betsy Browne
Town Clerk
611 Old Post Road
Fairfield, CT 06824

Dear Ms. Browne:

I am writing to inform you of my resignation from the Board of Finance, effective immediately.
I informed BOF members of my intention to resign at last Tuesday evening's meeting.

It has been a pleasure serving on the Board of Finance, and I appreciate the opportunity to have worked with such a capable and dedicated group of Fairfielders.

Thank you and best wishes,

Sheila H. Marmion

From: [First Selectman](#)
To: [Carpenter, Jennifer](#)
Subject: FW: JRIB resignation
Date: Wednesday, January 3, 2024 11:42:21 AM

From: jack mahoney <jackbmahoney@gmail.com>
Sent: Wednesday, January 3, 2024 11:22 AM
To: First Selectman <firstselectman@fairfieldct.org>
Cc: Carolyn Trabuco <cltrabuco@gmail.com>
Subject: JRIB resignation

Hello Bill,

After nearly nine years on the Employee Retirement Board, it is time for me to move on. I am no longer in the financial services industry and the business I started in 2018 has grown to a point that requires my full and dedicated attention.

It has been a pleasure serving the Town of Fairfield over the many years. Please accept this email as my resignation as soon as a replacement is appointed and confirmed.

Sincerely,
Jack

Shane Pendley

Partner

Shane Pendley is a partner and advisor at 5th Street Advisors, LLC. He is a Certified Financial Planner™ (CFP®) and serves as a trusted personal advisor to individuals and families, whom he advises on a range of wealth management topics, including investing, retirement planning, tax planning, and estate planning. Shane works with clients at every stage of life, from young, high-earners starting their careers, to mid-career professionals raising families, and retirees living on their accumulated wealth. With each of them, he works diligently to gain a holistic understanding of their circumstances, find the best solution for achieving their goals, and help simplify the complexity of their finances.

Shane is also deeply involved in the firm's Retirement Plan Advisory Services, regularly consulting with business owners and HR directors to help meet their needs in sponsoring company retirement plans, such as 401(k)s, SEP IRAs, and cash balance plans, among other types of defined contribution and defined benefit plans. He helps businesses in choosing the best type of plan design, seeking proposals from vendors, and benchmarking plans costs. Shane currently serves as a fiduciary investment advisor to plans of all sizes, from start-ups with minimal plan assets, to mature, multi-million-dollar plans with many participants.

Shane received his B.A. from the University of Colorado and J.D. from Tulane University School of Law. Prior to joining 5th Street Advisors, he practiced law in New Orleans, Louisiana, where he focused on securities litigation. He lives in Fairfield, Connecticut with his wife and children.

From: null@town.fairfield.ct.us <null@town.fairfield.ct.us>
Sent: Friday, November 11, 2022 11:33 AM
To: Board of Selectmen <BOS@fairfieldct.org>
Subject: New submission for form: Boards and Commissions Interest Form (ID #251)

Boards and Commissions Interest Form

Record #251 submitted from IP address 38.81.106.131 on 11/11/2022 11:33 AM

ID	251
First Name	Ryan
Last Name	Price
Street Address	201 Quaker Lane
Zip Code	06824
Email Address	ryan.price@gmail.com
Cell Phone	203-820-6490
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Unaffiliated (No party affiliation)
Board or Commission	Fairfield Commission on disAbilities
Read the Boards Role	Yes
How You Learned About the Position	I was referred to this position by Dan Van Horne
Who You Have Spoken To	Other Board Members
Explanation of Interest and Contribution	I have been a Fairfield resident since 2007 and have two boys 10 and 13 years old. In March 2022 I suffered a mountain biking accident which has left me a paralyzed from the chest down. I have now been learning to navigate around town and a power wheelchair and I feel

	this would give me a unique perspective and ability to really shape future access needs and disability considerations for the town.
Resume or Bio	Ryan Price - Resume 2022.pdf
Additional Comments	Thank you so much for your consideration I would really love to serve on this board.

Ryan M. Price

329 Fairview Avenue
Fairfield, CT 06824

(203) 820-6490
ryan.price@gmail.com



PROFILE

I am a business developer, manager, and marketer with a history of building strategic business units and exceeding objectives within the technology and insights space. In March of 2022 I suffered a mountain biking injury which has left me paralyzed from the chest down. Being disabled and navigating Fairfield in a power wheelchair provides me with a unique opportunity to speak from the disabled person's perspective.

Khoros - Fairfield, CT

Enterprise Account Executive

April 2021 – March 2022

- Manage a strategic territory and consult with marketing business leaders to help them transform their approach to social media management, community, and digital customer care
- Negotiate and sell enterprise SaaS software
- Received a rookie of the year award for 2021

Qualtrics - Fairfield, CT

Enterprise Account Executive

October 2019 – April 2021

- Consult with large organizations (>\$5 billion revenue) to help them restructure their insights function to become more agile by leveraging SaaS technology to reduce budget and time to insights delivery
- Prospect and sell SaaS software and custom ad-hoc quantitative research programs
- Opened new business with accounts including Hershey's, Samsung, Liberty Mutual, Sony, Goldman Sachs, Bain, Accenture, NBC, and Discovery Channel
- On track to exceed \$3 million revenue target
- Received "Rookie of the Year" award In April 2020 after only 6 months with the firm

Nielsen - Wilton, CT

Group Vice President, BASES

January 2018 – October 2019

- Lead a \$17 million sales territory supporting the full suite of Nielsen BASES custom research and analytic solutions targeted at Consumer Packaged Goods firms
- Managed a team of 3 VPs, 2 Directors, and 3 Account Managers
- Personally responsible for individual quota of \$3 million
- Territory required a mix of new client hunting and established client penetration/expansion
- Product suite includes SaaS based innovation software with professional services sold on top of technology platform
- Received a Nielsen IMPACT award in 2018 for successfully launching the first inside sales function/team to drive penetration at long tail and lapsed accounts
- Exceeded 2018 team objective by 4% in a difficult CPG insights business climate

Vice President, BASES

September 2014 – December 2017

- Carried an \$8 million revenue target and 3 direct reports, supporting the full suite of Nielsen BASES technology, research and analytic solutions; delivered consistent annual growth in a highly saturated market
- Focused on hunting for new business through outbound efforts while support staff managed the day to day/existing book of business
- Opened new relationships with clients such as Pfizer, Hershey's, Edgewell, Church & Dwight, Beiersdorf, Sun Products (Henkel) and exceeded annual revenue objective by 4% in 2018, 13% in 2017, and 7% in 2015

Affinova (Acquired by Nielsen) - Fairfield, CT

July 2011 – September 2014

Vice President, Client Services

- Hired to develop a strategic account territory and shape the development of a SaaS business model within the firm
- Hunted for new business targeting leading CPG and OTC firms
- Subscription-based software model enabled marketing and insights team to optimize innovation ideas before going to market

- Developed new business by consulting with business leaders to re-structure their innovation process by leveraging technology to yield consistent and repeatable break-through innovation in new products, services, business models, and packaging
- Developed new business with clients such as Energizer, Pfizer, Campbell's Soup, Comcast, GlaxoSmithKline, Ocean Spray, and other small to mid-size companies
- Exceeded quota by 4% in 2011, 12% in 2012, 7% in 2014

InsightExpress - Stamford, CT

July 2005 – July 2011

Senior Director

- InsightExpress was a pioneer in the SaaS data collection and analytics space with professional services sold in ad hoc
- Hired to develop a new territory from scratch - developed and managed a team of direct reports building a multi-million dollar business unit.
- Attended Pinnacle Conference (President's Club) for top sales performers all 5 years which I was eligible - 2006, 2007, 2008, 2009, and 2010

Directive Analytics - Norwalk, CT

2003 – 2005

Director of Client Development

- Initiated the business development function for a primary custom marketing research firm
- Opened new accounts via 100% outbound effort including Subway, Dunkin Brands, American Express, International Paper, Fidelity Investments, Charles Schwab, and Chipotle Mexican Grill

Workstream - Stamford, CT

1999 – 2003

Director

- Workstream offered a SaaS based Applicant Tracking (Recruitment Software) system which empowered HR teams and hiring managers to streamline their recruitment and hiring process
- Hunting sales role targeting Executive Search, Recruiting Firms, and End Clients
- Managed a team of 3 while personally responsible for my own revenue quota

Providence College: Bachelor of Science in Marketing; Minor in Music

1995 – 1999

Boards and Commissions Interest Form

Print

Submitted by: Ahmed Ebrahim

Submitted On: 2023-10-13 19:12:18

Submission IP: (24.146.251.79)
proxy-IP (raw-IP)

Assigned To: Jennifer Carpenter

Due Date: Open

Status: Open

Priority: Normal

Attachments

- [CV Ebrahim.docx](#) - 2023-10-13 07:12:19 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* First Name	* Last Name	* Email Address
Ahmed	Ebrahim	ebrahim1711@yahoo.com
* Street Address		
18 Old Stratfield Road		
* Zip Code		
<input type="radio"/> 06824 <input checked="" type="radio"/> 06825 <input type="radio"/> 06890		
Home Phone	Cell Phone	Work Phone
Ex. (123) 456-7890	8456332680	Ex. (123) 456-7890

Voter Registration Information

*** Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?**

Yes No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- Democratic Party
- Green Party
- Independent Party
- Other Party
- Republican Party
- Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

THE FAIR RENT COMMISSION

*** Have you read the written description of the board's role that is available on the Town website?**

Yes No

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

Newsletter

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- Board Chair
- Department Head
- First Selectwoman
- Other Board Members
- Other Person(s)

Why are you interested in serving on this Board and what can you contribute?

I believe we need to make housing affordable for the sustainable economic development of this country our town included.

*** Resume/Bio**

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

CURRICULUM VITAE
Dr. Ahmed Ebrahim, PhD, CPA, CMA
18 Old Stratfield Road
Fairfield, CT. 06825
(845) 633 2680
ebrahim1711@yahoo.com

Education:

- PhD in accounting and finance, Rutgers University – 2004
- MBA, Rutgers University – 2004
- Master of Accountancy, Mansoura University, Egypt – 1996
- B.A. in business with accounting major, Mansoura University, Egypt – 1989

Professional Certifications:

- Certified Public Accountant (CPA) in CT, NY, and FL
- Certified Management Accountant (CMA)

Work Experience:

- Accounting professor, Dolan School of Business, Fairfield University, 2009- present.
- Accounting professor, State University of New York (SUNY New Paltz), 2004- 2009.
- Adjunct professor, teaching as a PhD student, Rutgers University, Newark, NJ, 1999-2004.
- Adjunct professor, teaching as a PhD student, NJIT, Newark, NJ, 1999-2004.
- Teaching and research assistant (full time), Mansoura University, Egypt, 1989-1999

Other Work and Business Investments:

- Founder and owner of sole practitioner CPA firm (Sound Business Services) providing accounting, taxations, and payroll services to both business and individuals. Fairfield, CT. 2011-present.
- Heavily invested in the real estate business including owning seven rental properties in Fairfield – CT.

Research and Publications:

- Published numerous papers in different business and accounting Journals
- Presented numerous research papers in different accounting and business conferences.

Professional Affiliations

- Member in the American Institute of Certified Public Accountants (AICPA)
- Member in the Institute of Managerial Accountants (IMA)
- Member in the American Accounting Association (AAA)

Community Service:

- Founder and coordinator of Volunteer Income Tax Assistance (VITA) site to prepare tax returns for low-income families free of charge, Beacon-NY, 2005-2009
- Founder and coordinator of Volunteer Income Tax Assistance (VITA) site in the Greater Bridgeport-CT area, Fairfield-CT, 2009-present.
- Volunteer tax preparer and consultant for numerous nonprofit and religious organizations.

Honors & Awards

- Award to study for PhD in the USA from the Egyptian government.
- Dissertation fellowship award, Rutgers University.
- Best paper award, AA Northeast conference
- Numerous community service awards.

Boards and Commissions Interest Form

Print

Submitted by: Thomas Lambert

Submitted On: 2023-12-04 23:32:26

Submission IP: (24.184.12.186)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jennifer Carpenter

Due Date: Open

Attachments

- [Resume to Town.doc](#) - 2023-12-04 11:32:26 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click [here](#) for information on the appointment consideration process.

* First Name	* Last Name	* Email Address
Thomas	Lambert	thomaslambertct@gmail.com
* Street Address		
729 Burroughs Road		
* Zip Code		
<input type="radio"/> 06824 <input checked="" type="radio"/> 06825 <input type="radio"/> 06890		
Home Phone	Cell Phone	Work Phone
Ex. (123) 456-7890	2035450184	Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

- Yes No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- Democratic Party
 Green Party
 Independent Party
 Other Party
 Republican Party
 Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Affordable Housing Committee or Fair Rent Commission

*** Have you read the written description of the board's role that is available on the Town website?**

Yes No

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

I was a co-sponsor of the ordinance that established the Fair Rent Commission as a member of the RTM. I am also familiar with the Affordable Housing Committee from that capacity as well.

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- Board Chair
- Department Head
- First Selectwoman
- Other Board Members
- Other Person(s)

Why are you interested in serving on this Board and what can you contribute?

I am very passionate about issues relating to the affordability of living in Fairfield and the state in general. Our state has an undisputed housing shortage and living in excellent towns like Fairfield, where I was lucky to be born and raised, are unattainable for too many other families.

*** Resume/Bio**

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Thomas S. Lambert

729 Burroughs Road ▪ Fairfield, Connecticut ▪ 06825 ▪ (203) 545-0184
thomas.s.lambert@gmail.com

EMPLOYMENT

Pullman & Comley, LLC Bridgeport, CT 2019-Present
Member, Commercial Litigation

Ryan Ryan Deluca LLP Stamford, CT 2013-2019
Associate Attorney, Litigation

U.S. District Court, District of Connecticut Bridgeport, CT Summer 2012
Intern, U.S. Magistrate Judge William Garfinkel

ADMISSIONS

State of Connecticut ▪ U.S. District Court, District of Connecticut ▪ U.S. District Court, Southern District of New York ▪ U.S. Court of Federal Claims

EDUCATION

Wake Forest University School of Law Winston-Salem, NC 2010-2013

Pepperdine University Malibu, CA 2006-2010
• *Graduated **Magna Cum Laude**, Bachelor of Political Science and Marketing minor*

ACCOMPLISHMENTS & COMMUNITY INVOLVEMENT

- **Rising Star**, Connecticut Super Lawyers® List since 2018
- **Ones to Watch**, Best Lawyers List since 2020
- **Board of Directors; Civil Litigation Committee Chair**, Fairfield County Bar Association
- **Board of Directors**, Connecticut Defense Lawyers Association
- **Member**, Raymond E. Baldwin American Inns of Court
- **Eagle Scout**, Boy Scouts of America
- **Former Representative**, Fairfield Representative Town Meeting, District 3 (2021-2023)
- **Top Lawyer in Fairfield County**, Moffly Media, 2021 and 2023 - Civil Law and Litigation
- **Presidential Fellow**, Connecticut Bar Association
- **House of Delegates, Member, District No. 5**, Connecticut Bar Association
- **Recipient**. Westfair Business Journals' 2021 Millennial + GenZ Awards (formerly 40 Under 40) for Fairfield and Westchester Counties

Boards and Commissions Interest Form

Print

Submitted by: Douglas Jones

Submitted On: 2024-01-11 15:45:16

Submission IP: (216.49.138.193)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Christine Brown

Due Date: Open

Attachments

- [Rez Town.docx](#) - 2024-01-11 03:45:17 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* First Name	* Last Name	* Email Address
Douglas	Jones	dajones.boja@gmail.com
* Street Address		
1304 Fairfield Woods Road		
* Zip Code		
<input type="radio"/> 06824 <input checked="" type="radio"/> 06825 <input type="radio"/> 06890		
Home Phone	Cell Phone	Work Phone
2038951994	Ex. (123) 456-7890	Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

- Yes No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- Democratic Party
 Green Party
 Independent Party
 Other Party
 Republican Party
 Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Fair Rent

*** Have you read the written description of the board's role that is available on the Town website?**

Yes No

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

Request from the first selectman

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- Board Chair
- Department Head
- First Selectman
- Other Board Members
- Other Person(s)
- None of the Above

Why are you interested in serving on this Board and what can you contribute?

I have lived in Fairfield for more than 35 years, and I support the availability of affordable housing in town. See bio for more.

*** Resume/Bio**

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

--

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Douglas A. Jones

1304 Fairfield Woods Road

Fairfield, CT 06825

203.895.1994 mobile

In Brief

- Fairfield resident for 35 plus years
- Married to Meg; two children, 31 and 27, graduated from Jennings, Woods, and Warde
- 40 year career in book, magazine, and digital publishing
- RTM 1999, 2001-2007, majority leader 2005-07
- Greater Bridgeport Regional Development Agency, 2007-2009
- Conservation Commission alternate, 2009-2011
- Warde Roof Building Committee, 2012-2016
- Justice of the Peace since 2017
- BA, Anthropology; Brown University, Providence, RI; 1971

Boards and Commissions Interest Form

Print

Submitted by: Maura Garych

Submitted On: 2024-01-03 13:14:50

Submission IP: (68.192.48.88)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jennifer Carpenter

Due Date: Open

Attachments

- [MG resume_2024.docx](#) - 2024-01-03 01:14:51 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* **First Name**

Maura

* **Last Name**

Garych

* **Email Address**

mjgcwf@gmail.com

* **Street Address**

156 Pequot Ave

* **Zip Code**

06824 06825 06890

Home Phone

8609651938

Cell Phone

8609651938

Work Phone

Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

Yes No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- Democratic Party
 Green Party
 Independent Party
 Other Party
 Republican Party
 Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Historic District Commission

*** Have you read the written description of the board's role that is available on the Town website?**

Yes No

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

I learned of the position from David Scott Parker and Andrea Ozyck my neighbors and from Bill Gerber, First Selectman

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- Board Chair
- Department Head
- First Selectman
- Other Board Members
- Other Person(s)

Why are you interested in serving on this Board and what can you contribute?

I moved to Southport in December of 2023 to a home built in 1876 and commenced a renovation which led me to learn more about the home's history and importance to the history of Southport/Fairfield. I first contacted the State Historic Commission to try to get my house recognized in June 2023 however learned in August 2023 about the UI proposal which would, if approved, take a 40 ft easement on my property's land. Since then, I have quickly tried to get up to speed regarding Southport and Fairfield history. I was raised in Norwalk and I was introduced to the conservation efforts made, specifically at Lockwood Mathews Mansion. Prior to living in Fairfield, I lived in an antique home in Bridgewater Connecticut built in the 1700s. By working to restore that house, my love and appreciation for the history and characteristics of old homes and the history they provide deepened. I bring not only a familiarity of historical residences, a love of their charm, and an appreciation of preservation efforts to the commission, I can also bring a common sense approach, analytical skills, as well as people skills needed to make a valuable contribution.

*** Resume/Bio**

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Thank you for your consideration.

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Maura Garych
156 Pequot Avenue • Southport CT 06890
Cell (860) 965-1938 • mjgcwf@gmail.com • mauralpc.com

PROFILE

Connecticut Licensed Professional Counselor and National Board-Certified Counselor in private practice in Fairfield CT.

EDUCATION

M.A., Clinical Mental Health Counseling, Fairfield University, Fairfield, CT
Member, Chi Sigma Iota, International Counseling Honor Society

B.S. Boston College Carroll School of Management
Chestnut Hill, MA

EXPERIENCE

Lantern Hill Counseling Center Fairfield, CT. **2019-present**
• Behavioral Health Counselor seeing individual Fairfield County clients

Catholic Charities of Fairfield County Danbury, CT **2016-2019**
Pre-Licensed Behavioral Health Clinician
• Provided individual and group counseling, and medication management for underserved clients at the CCFC's non-profit Behavioral Health Agency

Marsh USA Inc. New York, NY **1999-2008**
Senior Vice President, Political Risk Practice
• Coordinated and led Business Development Strategy and new business opportunities for the US Political Risk Practice
• Successfully led project team for first infrastructure project financed under the World Bank Partial Guarantee Program. Led to invitation to speak to the World Bank's annual conference.
• For satellite launch joint venture in Russia and Kazakhstan, developed new model with OPIC that insured client's unique and complex political risks.
• After extensive "drill down" exposure analysis, created program to mitigate oil field equipment client's over \$350 million exposure in Venezuela.
• Under time deadlines, structured flexible \$400 million political risk placement for purchase of Mining assets in South America.
• Political Risk Project team leader, client advisor and claims consultant for tech client's new joint venture in Venezuela. Created risk map for client, supported client submission of a successful Expropriation claim. Client recognized for leadership as a result of the program and claim payment.

Johnson & Higgins, New York, NY and Wilmington, NC

1986-1999

Vice President, Political Risk Practice

- Created Wilmington, NC office and expanded Southeast and Mid-Atlantic client base
- Managed the creation, continual publication, and distribution of “*The World of Risk*” newsletter, demonstrating technical expertise and thought leadership.
- Recommended staffing structure and strategic model for the highly successful integration of Johnson & Higgins and Marsh & McLennan Political Risk and Trade Credit Practices, leading to best in front, team building and significant improvement in synergies within the practice and new business.

PROFESSIONAL ASSOCIATIONS

Connecticut Counseling Association (CCA)

American Counseling Association (ACA)

COMMUNITY ACTIVITIES

Council of Women for Boston College (CWBC)

Trustee: The Robert G and Marguerite M Derx Foundation:

- One of three Trustees responsible for annual grants focused on the health, education and nutrition needs of women and children in Western Connecticut.

Boards and Commissions Interest Form

Print

Submitted by: Nicholas Leeper

Submitted On: 2023-12-21 15:44:25

Submission IP: (96.56.33.34)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jennifer Carpenter

Due Date: Open

Attachments

- [NicholasLeeper.doc](#) - 2023-12-21 03:44:25 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* **First Name**

Nicholas

* **Last Name**

Leeper

* **Email Address**

nicholas.leeper@gmail.com

* **Street Address**

75 Sherman Court

* **Zip Code**

06824 06825 06890

Home Phone

Ex. (123) 456-7890

Cell Phone

8573212302

Work Phone

Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

Yes No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

Democratic Party

Green Party

Independent Party

Other Party

Republican Party

Unaffiliated (No party affiliation)

* Which Board or Commission are you interested in?

Joint Retirement Investment Board

* Have you read the written description of the board's role that is available on the Town website?

Yes No

* Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.

Another Board Member - Carolyn Trabuco

* Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.

- Board Chair
- Department Head
- First Selectman
- Other Board Members
- Other Person(s)

Why are you interested in serving on this Board and what can you contribute?

I have experience working with institutional investors, consultants, and alternatives that I think would be additive to the board.

* Resume/Bio

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Nicholas J. Leeper, CFA
75 Sherman Court Fairfield, CT • (857) 321-2302
nicholas.leeper@gmail.com

EXPERIENCE

May 2012 – Present **RJA Asset Management** Stamford, CT

Managing Partner

- Portfolio Manager of multiple limited partnerships and separately managed accounts covering \$7.1 billion Notional Under Advisement for institutional and multi-family office clients
- Experience advising public and corporate pensions, endowments, hospital plans, multi-family offices, and insurance companies to construct derivative strategies for purposes of risk management, yield enhancement, asset replication, and return generation
- Head trader covering Index, Equity, and ETF options, ETFs, fixed income, and currencies utilizing voice, chat, and electronic execution
- Monitor portfolios adherence to investment mandate and rebalance as necessary
- Build excel models for trading, risk management, and portfolio management

July 2008 – July 2011 **DRW Trading Group** Chicago, IL

US Equity Index Derivatives Trader

- Member of the US Equity Index Trading Group responsible for researching, developing, and implementing volatility arbitrage strategies of S&P 500 derivatives.
- Executed strategies while acting as an Open-Out-Cry Market Maker on the Chicago Board Options Exchange in the SPX options pit. Provided fair, two-sided markets for all quotes.
- Earned substantial and consistent profits while actively managing portfolio risk utilizing option Greeks in addition to proprietary risk measures.
- One year experience trading Eurodollar options on the electronic markets, responding to all Request-for-Quotes (RFQs) as a Market Maker for the Chicago Board of Trade.
- Completed DRW proprietary options modeling education.

June 2007 – August 2007 **Fidelity Investments** Boston, MA

Electronic Brokerage Services Intern

- Completed competitive analysis of many asset classes, domestic and international, for the Electronic Brokerage Services Product Development Group.
- Developed and analyzed a dynamic intraday hedger for the Electronic Market Making Group.
- Created reference and education materials for the Electronic Brokerage Services Group.

EDUCATION

September 2004 – June 2008 **Massachusetts Institute of Technology** Cambridge, MA

- B.S. in Management Science with a concentration in Finance, Minor in Mathematics
- Relevant coursework includes: Finance Theory I and II, Probability and Random Variables, Nonlinear and Linear Partial Differential Equations, Linear Algebra, Optimization, and Statistics.
- 4.0/5.0 Major GPA



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between **the Town of Fairfield (“FAIRFIELD”)** and **SmartPower**, the nation’s leading non-profit organization dedicated to promoting clean energy and energy efficiency (collectively, **“the Parties”**).

A. PURPOSE: The purpose of this MOU is to memorialize that Fairfield wishes to offer to its residents “PowerSmart”, a community-wide and community-branded 20-week online and on-the-ground residential solar plus battery storage campaign. SmartPower will manage the program on behalf of Fairfield – at no cost to the Town - and will educate and encourage Fairfield residents to adopt solar energy plus battery storage systems in their homes or add battery storage to an existing solar system.

B. ROLES AND RESPONSIBILITIES

SmartPower agrees to: Manage and run the PowerSmart Fairfield campaign in coordination with designated representatives from Fairfield including:

- Draft and produce print and digital media and campaign marketing materials - subject to Fairfield’s approval;
- Develop and maintain a public PowerSmart Fairfield community-branded microsite;
- Coordinate and produce solar-focused educational workshops and live events that may include “solar ribbon cuttings” and installation events;
- Assist the Town and its residents with consumer information about approved solar and battery storage installers to perform site visits, design systems, present proposals, explain financing options, procure permits and install solar energy and/or battery storage systems; and
- Facilitate regular campaign check-in calls with Fairfield, as necessary.

Fairfield agrees to:

- Issue a press release to announce the launch of the PowerSmart Fairfield campaign;

- Publicize, support and promote the campaign using communications channels, possible appearances at events, and other mechanisms as collectively determined between Fairfield and SmartPower;
- Identify and help coordinate communications channels and spaces for meetings, educational workshops, and other events;
- Provide or approve quotes for press releases, written and video testimonials, or other communications as necessary;
- Participate in regular campaign check-in calls with SmartPower as necessary.

TIMEFRAME

This MOU shall become effective upon signature by the authorized officials from Fairfield and SmartPower and will remain effective until modified or terminated by either party.

POINTS OF CONTACT: The official points of contact for PowerSmart Fairfield are:

SmartPower: Fairfield

Bob Wall Vice President, PowerSmart bwall@smartpower.org 203-581-0006	Name Title Email Phone
--	---------------------------------

SmartPower

Town of Fairfield

By: _____

By: _____

Brian F. Keane
 President
 4075 Wilson Boulevard – 8th Floor
 Arlington, VA 22203

NAME:
 TITLE:
 ADDRESS:

Agreed to and accepted this ___ day of _____

Agreed to and accepted this ___ day of _____

Memorandum

To: Board of Selectmen

From: Mark S. Barnhart, Director of Community & Economic Development

Date: January 26, 2024

Re: Analysis of Proposed Tax Abatement Program

I am writing to request Board authorization to enter into an agreement with Grow America to provide an analysis of a proposed tax abatement program to facilitate the creation of additional below market rate units.

By way of background, the Town of Fairfield adopted an ordinance as authorized under CGS § 8-215 whereby the Board of Selectmen may abate real estate taxes in order to provide housing for low moderate income persons or families. The Town has granted tax abatements in the past to non-profit housing providers engaged in providing affordable housing; however, neither the ordinance nor underlying statute appears to limit its use or applicability to non-profit entities.

Additionally, the Town's zoning regulations require that all developments that result in ten (10) or more housing units set aside not less than ten percent (10%) of those units as below market rate housing for persons or households with incomes at or below eighty percent (80%) of the area median income (AMI). This set aside percentage is higher (12%) for developments within the transit oriented development overlay zone (i.e. Fairfield Metro).

My office is now considering a program to incentivize developers to provide more affordable units than what is required and/or to provide such units to households at lower income thresholds (e.g. 60% of AMI). The purpose of this program is to maximize to the extent practicable the number of housing unit equivalency points achieved by each development toward a future housing moratorium pursuant to CGS § 8-30g.

I have solicited proposals from three real estate advisory and planning firms experienced in this type of work to assist my office with evaluating the potential cost, benefits and deal structure in connection with such a program. To provide a real world example, I have specifically asked each firm to evaluate a proposed 245-unit, mixed-use development at 81 Black Rock Turnpike.

June 7, 2021

In response to my solicitation, I received the following proposals, copies of which I have attached:

BFJ Planning:	\$ 15,000
Goman & York:	\$ 21,500
Grow America:	\$ 9,800

All three firms are well qualified to conduct this type of analysis, but based on the lowest quote received, I am recommending that the Town contact with Grow America for these professional services. I have funds within my budget (010-01350-53200) for this work.

I am planning to attend the Board of Selectmen meeting on Wednesday, and I would be happy to answer any questions that you may have.

ARTICLE I
Tax Abatement for Low- or Moderate-Income Housing
[Adopted 5-29-2018¹]

§ 95-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

LOW- OR MODERATE-INCOME HOUSING — Housing, the construction or rehabilitation of which is financially subsidized, aided or assisted in any way, by federal or state statute, which housing is subject to regulation or supervision of rents, charges or sales prices and methods of operation by a governmental agency pursuant to a written agreement, contract or other written instrument with the Town as prescribed by § 95-2 below that restricts occupancy of such housing to persons and/or families whose incomes do not exceed prescribed limits (each, a "housing agreement"), and shall be deemed to include the real property on which such housing is situated.

OWNER — A person or persons, partnership, joint venture, limited liability company, trust or corporation who or that has executed a housing agreement with the Town.

§ 95-2. Contracts for abatement.

The First Selectman may, by resolution enacted by majority vote of the Board of Selectmen, enter into one or more housing agreements on behalf of the Town with an owner granting abatement, in whole, or in part, of the real property taxes on such housing, provided that such abatement need not be conditioned upon receipt of state reimbursement to the Town for such abatement; and provided further that each such housing agreement shall require that the owner apply the money equivalent of the taxes abated to one or more of the following specified purposes; 1) to reduce rents below the levels which would be achieved in the absence of abatement and to improve the quality and design of such housing; 2) to effect occupancy by persons and families of varying income levels, within limits determined by the Commissioner of Housing by regulation; or 3) to provide necessary related facilities or services in such housing. Such abatement shall be made pursuant to a housing agreement between the Town and the owner of any such low- or moderate-income housing, which housing agreement shall provide the terms of such abatement, that funds equal to the amount of such abatement shall be used for any one or more of the purposes herein stated, and that such abatement shall terminate at any time when such housing is not used solely for low- or moderate-income persons or families. The amount of such abatement shall be established in each such housing agreement, giving due consideration to the purpose or purposes to which the money equivalent to the taxes so abated is to be applied.

§ 95-3. Procedure.

Any property owner desiring to have real property taxes abated pursuant to C.G.S. § 8-215 and the provisions of this article may apply to the Tax Assessor, in accordance with rules and regulations promulgated by the Tax Assessor, for such abatement. The Tax Assessor shall investigate the circumstances regarding such real property, and, if the Tax Assessor finds that the property qualifies for tax abatement pursuant to C.G.S. § 8-215 and the provisions of this article, shall prepare a resolution regarding same and submit said resolution to the Board of Selectmen along with the recommendation of the Tax Assessor. Said housing agreement shall be considered by the Board of Selectmen in accordance with its procedures. The recommendation of the Tax Assessor shall be considered by the Board of Selectmen but shall not be binding upon said body.

1. Editor's Note: This ordinance also repealed former Art. I, Tax Abatement to Church Housing for Fairfield, Inc., adopted 9-23-1974.

§ 95-4. Term.

The abatement shall become effective on the date specified in the housing agreement between the Town and the owner of low- or moderate-income housing. The terms of abatement shall extend for the remainder of the fiscal year in which such abatement becomes effective and may continue as specified in the housing agreement, provided that such abatement shall terminate at any time when the housing agreement is terminated in accordance with its terms, including without limitation when the property for which tax abatement had been granted is not used solely for low- or moderate-income housing.

§ 95-4.1. Valuation.

For the purpose of determining the amount of taxes to be abated as aforesaid, the present true and actual value of low- or moderate-income housing on which rents and carrying charges are limited by regulatory agreement with, or otherwise regulated by, federal or state government or department or agency thereof, shall be based upon and shall not exceed the capitalized value of the net rental income of the housing project. For purposes of this article, "net rental income" shall mean gross income of the project as limited by schedule of rents or carrying charges, less reasonable operating expenses and property taxes.

§ 95-4.2. State assistance.

The First Selectman of the Town of Fairfield may, when authorized by resolution enacted by a majority vote of the Board of Selectmen, enter into written agreements, contracts or other instruments with the state for financial assistance by the state in the form of reimbursement for all or part of the tax abatement granted to an owner of low- or moderate-income housing in accordance with this article; provided that such an agreement, contract or instrument with the state need not be a condition of any tax abatement.

§ 95-4.3. Abated property report.

At fiscal year end, the Tax Assessor shall provide to the Affordable Housing Commission a list of all housing agreements approved by the Board of Selectmen pursuant to this article during such fiscal year. The list shall include the property address, owner and dollar amount of taxes abated at fiscal year end for the property. The Affordable Housing Commission shall include the Tax Assessor's abated property report in the annual report to the Representative Town Meeting as prescribed by Town Code § 6-1.

**AGREEMENT BY AND BETWEEN
TOWN OF FAIRFIELD, CONNECTICUT
AND
GROW AMERICA FUND
REGARDING
ECONOMIC DEVELOPMENT ADVISEMENT**

This Agreement is made and entered into this ___ day of December, 2023 between the **TOWN OF FAIRFIELD**, a municipal corporation with an address of 611 Old Post Road, Fairfield, CT, 06824 (the “Town” or the “Client”) and **NATIONAL COUJNCIL FOR COMMUNITY DEVELOPMENT, INC.**, doing business as **GROW AMERICA** (“the Client”), and formerly known as **NATIONAL DEVELOPMENT COUNCIL** (“NDC”), a New York non-profit corporation and a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, with an address of 633 Third Avenue, 19th Floor, New York, NY 10017.

WITNESSETH THAT:

WHEREAS, GROW AMERICA is the oldest national economic development non-profit with a focus in creating housing, jobs, and communities for our clients. From 1969 to the present, our work has been guided by our overarching mission to deliver capital where it is needed most by assisting our clients to leverage available resources for the greatest possible impact.

WHEREAS, GROW AMERICA works exclusively on behalf of municipalities and public benefit corporations and is uniquely suited to provide consulting services to its municipal clients due to its extensive experience in the field, professional capacity and depth, and a deep practical knowledge of financial incentive programs and initiatives.

WHEREAS, Grow America has assisted in structuring financial incentives packages on behalf of municipal clients for mixed-use and mixed-income transit-oriented developments exceeding \$5 billion in investment in the New York tri-state area in the last ten years.

WHEREAS, the TOWN OF FAIRFIELD desires to receive professional services from GROW AMERICA. GROW AMERICA’s general role is to review the subject mixed-use and mixed-income transit-oriented development plan and financial model, provide comment on the financial feasibility of the proposed development, and determine the appropriateness of requested financial incentives.

WHEREAS, GROW AMERICA is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the Client utilizing its expertise in economic and community development activities and housing.

NOW, THEREFORE, in consideration of the above-mentioned premises and of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The Client acknowledges that GROW AMERICA regularly performs services for various governmental agencies and public benefit corporations located across the United States. The purpose of this Agreement is to set forth

the terms upon which GROW AMERICA will provide the Client with assistance it has requested, which is generally described as Exhibit A attached hereto. GROW AMERICA agrees to perform such services as are requested by the Client and to provide such services as it deems necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the services to be offered to the Client by GROW AMERICA. In performing the requested services, GROW AMERICA shall consult with officers and employees of the Client and shall meet, as appropriate, with such representatives or other entities when necessary, including, without limitation, State and Federal officials and other local organizations.

II. DURATION, TERMINATION

GROW AMERICA agrees to commence work for the Client effective on the date this agreement is signed and shall continue providing technical assistance for up to two (2) months or when the scope of work is completed, if later. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 30 days after receipt of such notice.

III. COMPENSATION

The Client shall compensate GROW AMERICA for performance of services received hereunder in the total amount of nine thousand eight hundred dollars (\$9,800), one-half due up front at the time of the signing of this agreement, one half due at the time of delivery of final report and presentation to the appropriate public body(ies). Should there be more than two presentations before appropriate public bodies and/or the tenure of the engagement exceed two months, Grow America shall have the ability, with the Town's consent, to bill additional fees based upon an hourly fee basis, \$300 for Managing Director and \$200 for Director.

The base fee amount includes all GROW AMERICA's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, GROW AMERICA is responsible for all taxes and other benefits of the employees of GROW AMERICA, and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Client and the GROW AMERICA. Payment by the Client for services rendered under this Agreement evidences the Client's acceptance of such services in accordance with the terms of this Agreement.

IV. MISCELLANEOUS PROVISIONS

- 4.1 Confidentiality of Reports.** GROW AMERICA shall keep confidential all reports, information and data given to, prepared, or assembled by GROW AMERICA pursuant to GROW AMERICA's performance hereunder, and such reports, information, and data which Client designates in writing as confidential. Such information shall not be made available to any person, firm, corporation, or entity without first obtaining the prior written consent of Client, unless otherwise mandated by applicable law.
- 4.2 Equal Opportunity.** GROW AMERICA shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations, and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated, or suspended in whole or in part by the Client, and the violating party may be declared ineligible for further Client contracts.

- 4.3 Conflicts of Interest.** No board member, officer or employee of Client or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.
- 4.4 Notices.** Any notices asserting a demand, a claim or an action shall be sent by certified mail, hand-delivery or over night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.
- 4.5 Release of News Information.** No news release, including photographs, public announcements, or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Client.
- 4.6 Compliance with Laws.** GROW AMERICA agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of New York.
- 4.7 Assignment.** Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.
- 4.8 Severability.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.
- 4.9 Acknowledgement.** The Client expressly acknowledges that all opinions and advice (written or oral) given by GROW AMERICA to the Client in connection with GROW AMERICA's engagement are intended solely for the benefit and use of the Client considering the financing, and the Client agrees that no such opinion or advice shall be used for any other purpose or reproduced, disseminated, quoted, or referred to at any time without the prior consent of GROW AMERICA.
- 4.10 Disclaimer.** The Client is a sophisticated business enterprise and has retained GROW AMERICA for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.

Standard disclaimer regarding GROW AMERICA's compliance with Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and amended Section 15B of the Securities and Exchange Act of 1934 ("Exchange Act")

The National Development Council is not a Registered Municipal Advisor as defined in Dodd-Frank and the Exchange Act, and therefore cannot provide advice to a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including structure, timing, terms or other similar matters concerning such financial products or issues.

4.11 Entire Agreement. This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral or in writing, regarding the matters contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

TOWN OF FAIRFIELD:

GROW AMERICA:

By: _____
Mark Barnhart
Economic Development Director

By: _____
Daniel Marsh III
President and CEO

DRAFT

EXHIBIT A
GROW AMERICA TECHNICAL ASSISTANCE AGREEMENT
SCOPE OF SERVICES
81 BLACK ROCK TURNPIKE TRANSIT ORIENTED DEVELOPMENT

The Scope of Services describes the assistance available under this Agreement during the specified contract period.

Post Road Residential (“developer”), an accomplished residential developer, seeks financial assistance for the proposed construction of a transit-oriented, mixed-use, mixed-income multifamily development at 81 Black Rock Turnpike located within the Fairfield Metro transit-oriented transit overlay zone Fairfield CT. The +/- \$125 million project includes 245 residential units, a to-be-determined amount of commercial retail space, and supportive structured parking.

The Town of Fairfield (“Town”) seeks an independent third-party objective professional team to review the proposed development and to determine the need for and the sizing of a partial tax abatement in exchange for a certain percentage of workforce units that will be affordable to households earning less than 80% of area median income (AMI). Connecticut General Statutes (CGS) § 8-215 provides the authority for any Connecticut municipality to provide for the “abatement in part or in whole of real property taxes on any housing solely for low- or moderate-income persons or families.”

The scope of services will consist of the following.

- Review the Developer’s previous comparable experience with mixed-use developments and the financial information submitted to comment on the capacity of the Developer to undertake such development.
- Summarize the financial model, specifically the development budget (Uses of Funds), the rent roll and development program, the operating budget, and the capital structure (Sources of Funds).
- Review the reasonableness of the operating budget, the development budget, and the capital structure based upon the assumptions established and its consistency with other comparable mixed-use and mixed-income developments within the region.
- Determine the appropriateness for financial incentives and establish a “right-sizing” of financial incentive necessary for establishing financial feasibility, without providing undue enrichment to the Development. The requested financial incentives would come in the form of a partial real estate tax abatement that would enable the developer to deliver up to fifteen percent (15%) of the units with restrictions on rent. The units are intended to be affordable to households earning less than 80% of area median income (12% of the units) and 60% of area median income (3% of the units). The financial incentive is considered likely to be necessary to offset the loss of valuation from the restricted income stream of the workforce and affordable units.
- Review the partial tax abatement proposal from the developer and provide up to three (3) options for the tax abatement schedule that works to create financial feasibility with the targeted affordability structure, i.e. fifteen percent (15%) of the units affordable to households earning less than 80% AMI and

three percent (3%) of the units affordable to households earning less than 60% of area median income.

- Review the financial metrics for the developer based upon the proposed financial package. Such metrics include yield on cost, cash on cash rate of return, and levered/unlevered internal rates of returns (IRR) for the subject development comparable to the market.
- Summarize findings in a PowerPoint presentation, one which will be presented to in-person to the Director of Economic Development and/or the appropriate public bodies/committees in the Town of Fairfield. The summarized findings could be available within two weeks of the receipt of the baseline project and financial information needed for the analysis.
- As necessary, present findings to the development team at an in-person meeting or on a conference call, as a means of negotiating an agreement on the proposed financial package.
- Finalize structure and financial incentive package.
- Prepare written report with the proposed tax abatement schedule and the justification of the financial incentive. Present summarized findings to the Town of Fairfield Board of Selectman or other public body(ies).

INFORMATION NEEDED FOR ANALYSIS

- Detailed project description.
 - Rent roll.
 - Detailed Development Budget.
 - Proposed Capital Structure.
 - 10 -year operating pro forma.
 - Term sheet/Letter of Interest from sources of senior lender and subordinated debt sources.
 - Planning and Zoning Board approval, if available.
-



January 11, 2024

via electronic mail

Mark Barnhart
Director of Community & Economic Development
Town of Fairfield
611 Old Post Rd.
Fairfield, CT 06824

Re: Proposal for Services Related to the Proposed Post Road Residential Development Tax Subsidy Analysis – The Town of Fairfield

Dear Mr. Barnhart,

Thank you for the opportunity to submit our Proposal to provide the Town of Fairfield (the “Town”) with a Tax Subsidy Analysis related to the proposed Post Road Residential property located at 81 Black Rock Turnpike, Fairfield, CT 06825 (“subject property”).

As we do for many clients, Goman+York operates as an out-of-house, expert commercial real estate development consulting firm, specializing in properties from all asset classes. Our team of experienced, proven industry experts, led by principals R. Michael Goman and Tom York, formulates real-world market-driven solutions for public, nonprofit, and private organizations. Our consultants and real estate agents deliver expert advice and high-value services to provide customized and cost-effective solutions in the delivery of real property engagements.

What differentiates Goman+York from similar firms is our unique ability to manage projects from concept to completion. The firm was founded as an integrated company of multiple disciplines and practice areas – planning, economic development, and real estate – which were assembled to deliver a fully integrated, value-added approach for the benefit of our clients. New England-based in East Hartford, CT, with regional offices in South Carolina, Texas, and Florida, Goman+York’s reach is nationwide.

Goman+York will prepare a tax subsidy analysis to determine the additional subsidy required to bridge the equity gap between the developer’s proposed 12% affordable units at 80% AMI and the Town’s requested 15-20% affordable units at 60% AMI. This analysis is intended to determine an acceptable scenario where the Town can utilize a tax subsidy agreement to provide the necessary additional equity needed to produce acceptable returns required to attract investment.

Proposed Scope of Services:

1) Tax Subsidy Analysis

- a) A review of the development cost proforma, site plan, and any related information, as provided by Post Road Residential
- b) A review of the proforma operating statement for the proposed development, as provided by Post Road Residential
- c) Analysis of the estimated value of the proposed project upon completion
- d) Review of Connecticut state law regarding tax abatement and tax fixing agreements
- e) Development of a financial proforma analysis of the developer's proposed 12% affordable units at 80% AMI
 - i) Determine the 80% AMI threshold for the Town of Fairfield
- f) Development of a financial proforma analysis of the Town's requested 15-20% affordable units at 60% AMI
 - i) Determine the 60% AMI threshold for the Town of Fairfield
- g) Determination of the additional subsidy required to meet the developer's projected return on investment
 - i) Analysis of multiple tax abatement and tax fixing scenarios successful at bridging the equity gap required to produce acceptable returns
- h) Assemble a narrative based on the findings of the items listed previously which would provide a net tax gain for the town while providing acceptable equity returns to the developer
- i) Upon the conclusion of the study, Goman+York will provide the Town with a written report that includes a summary of the study, conclusions, recommendations, and supporting data analytics. Additionally, senior members of Goman+York's team will participate in two (2) presentations of the studies with the Town and their partners, advisors, or additional stakeholders

Goman+York team members involved in this work will include - R Michael Goman, CRX, CLS, CSM; Donald Poland, Ph.D., AICP; Bradley Senft, MSRE; Dave Correia; Alyssa Fleming, Lars Olson, and Derek O'Connor.

2) Professional Services Fees

Our Professional Services Fee, as described in the Scope of Services section, for the Tax Subsidy Analysis, is Twenty-One Thousand Five Hundred Dollars (\$21,500).

- a) Professional Services Fees for the Tax Subsidy Analysis are invoiced and payable for fifty percent (50%) upon execution of this Proposal and fifty percent (50%) plus any pre-

approved reimbursable expenses upon delivery of the final report and any related information.

- b) In the event that Goman+York provides brokerage services; the parties agree that Goman+York shall be compensated in accordance with market rates in effect at the time of a transaction. Goman+York is licensed in the State of Connecticut.
- c) Additional services or studies outside of the scope of those contained herein will be negotiated and documented in an amendment to this Proposal or by a separate agreement.
- d) Additional tasks, outside the initial scope of work, will be negotiated and pre-approved in writing between Goman+York and the Town, and fees will be charged on an hourly rate basis in our Schedule of Professional Services Fees – included hereto in the proposal.
- e) Our fees are net of any direct out-of-pocket expenses such as mileage or airfare for travel out of the area, hotel, meals, courier, reproduction, or similar costs that we incur as part of our work on this assignment. These expenses are billed at our cost. We expect that there will be travel costs associated with our work on the subject property. If travel is required, travel time is billed at one-third of the scheduled rate. Upon the assignment's commencement, we will prepare and submit a budget for your approval in advance.
- f) In the event the Town, prospective commercial tenants, lenders, permitting authorities, or similar participants request drawings, visual aids, communication materials, presentation boards, presentation books, copies of reports, or similar materials, the Town agrees to reimburse Goman+York at our actual cost for the development and production of any such materials without additional markup. We will not bill for any such out-of-pocket expenses unless approved by you in advance.

3) **Terms of Service**

Goman+York will commence work upon:

- a) Execution of this Proposal
- b) receipt by Goman+York of the required materials for the Subject Property from the Town
- c) receipt of the 50% retainer fee of Ten Thousand Seven Hundred Fifty Dollars (\$10,750)
- d) receipt of materials required from the developer
- e) Delivery of the Tax Subsidy Analysis
 - i) Within sixty (60) days after completion of the items noted in items 1a-1c above,
 - ii) Every effort will be made to deliver the reports at the earliest practical opportunity if required by the Town to meet critical meetings, funding, or presentation dates and in

the specific order as requested by the Town. Please advise Goman+York at the earliest possible date of any such deadlines or preferences.

- f) Payment of the final 50%, Ten Thousand Seven Hundred Fifty Dollars (\$10,750) will be due upon delivery of the final report and any additional materials included in the scope of services.

Proposal for Post Road Residential Tax Subsidy Analysis
Provided to the Town of Fairfield
January 11, 2024

Thank you again for allowing Goman+York the opportunity to provide this Proposal. We look forward to assisting you in the development of this analysis. Please execute where shown below to indicate your acceptance of this Proposal.

Sincerely,



R. Michael Goman
Principal
Goman+York Property Advisers LLC

Accepted on behalf of the Town of Fairfield:

Signature: _____

Date: _____, 2024

Name: _____

Title: _____

January 25, 2024

William A. Gerber
First Selectman
Sullivan Independence Hall, Second Floor
725 Old Post Road
Fairfield, CT 06824

Subject: Analyzing the MOU for 81 Black Rock Turnpike Tax Agreement

Dear First Selectman Gerber,

We are delighted to submit our response to the Request for Proposal (RFP) for analyzing the MOU for the 81 Black Rock Turnpike Tax Agreement, as requested by the Town of Fairfield. We are grateful for the opportunity to be considered for this project and are enthusiastic about the possibility of collaborating with your esteemed organization.

This proposal letter outlines our project approach, scope of work, timeline, and budget for completing the requested work. Our approach is designed to be adaptable to the Town's needs and the Developer's timing considerations.

SCOPE OF WORK

The scope of work for analyzing the Memorandum of Understanding (MOU) related to the tax agreement for 81 Black Rock Turnpike involves a comprehensive examination of its key components. The primary objectives of this analysis are to understand the context, goals, and implications of the MOU, with a particular emphasis on increasing the percentage of affordable housing units and ensuring the feasibility of the redevelopment project.

1. Introduction:

- Initiate the analysis by gaining a deep understanding of the context and purpose of the MOU concerning 81 Black Rock Turnpike.
- Identify the core objectives of the MOU, which revolve around increasing the percentage of affordable units and securing the viability of the redevelopment initiative.

CHARLOTTE, NC
CHATHAM, NJ
CHICAGO, IL
NEW YORK, NY
PITTSBURGH, PA
STAMFORD, CT
WASHINGTON, DC

PAUL BUCKHURST ARIBA, AICP
FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP
SARAH K. YACKEL AICP

BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474
F. 212.353.7494

2. Review of MOU Components:

- Thoroughly scrutinize the four primary components outlined in the proposed MOU:
 - a. **Current Assessment for 81 Black Rock Turnpike:** - Evaluate the present assessed value of 81 Black Rock Turnpike, which stands at \$2,853,270, and the associated annual property taxes amounting to \$78,493.
 - b. **Fixed Post-Stabilization Assessment for 81 Black Rock Turnpike:** - Examine the methodology employed to determine the fixed post-stabilization assessment value, drawing insights from comparable projects like The Trademark and Alto Fairfield Metro. - Calculate the proposed fixed post-stabilization assessment value for 81 Black Rock Turnpike, which is projected to reach \$55,737,441.
 - c. **Phasing of Incremental Value Between Current and Fixed Post-Stabilization Assessment:** - Analyze the phasing plan for incremental changes in assessment values over time. - Pay special attention to the terms and conditions governing property value assessment during each year of the agreement, particularly from Year 6 to Year 40.
 - d. **Fixed Credit on Taxes for Lost Revenue on Increasing Affordability Percentage and Depth:** - Review the calculations that determine the annual lost revenue resulting from the increase in affordability percentage and depth. - Examine the application of a fixed credit on taxes starting from Year 9 and assess its impact on the overall property taxes for 81 Black Rock Turnpike.

3. Data Validation and Verification:

- Ensure the accuracy of the assessed values, property taxes, and calculations provided in the MOU.
- Verify the methodology used to determine the fixed post-stabilization assessment value by comparing it with industry standards and best practices.

4. Feasibility Analysis:

- Conduct a comprehensive feasibility analysis to assess whether the proposed tax agreement adequately supports the redevelopment of 81 Black Rock Turnpike.
- Evaluate how the agreement addresses the challenges related to capital market conditions, environmental conditions, infrastructure issues, and Title concerns.

5. Financial Impact Assessment:

- Calculate the financial impact of the proposed MOU on property taxes over the forty-year agreement period.
- Analyze how the MOU affects property taxes paid by the property owner, including comparisons to the current scenario and peak property taxes from Year 9 to Year 40.

6. Recommendations:

- Provide well-informed recommendations based on the analysis of the MOU components, feasibility, and financial impact.
- Evaluate whether the proposed MOU aligns with the objectives of increasing affordable units and supporting redevelopment in light of changing market conditions.

7. Draft and Final Reporting:

- Prepare comprehensive reports summarizing the analysis, findings, and recommendations.
- Present the reports to relevant stakeholders, including the Town of Fairfield and Post Road Residential, for their consideration and decision-making.
- Summarize the key points and the potential benefits of the proposed MOU for 81 Black Rock Turnpike's redevelopment.

Potential Extra Scope Work**8. Continual Monitoring:**

- Propose a system for ongoing monitoring and evaluation of the MOU's progress and performance throughout its forty-year duration, ensuring that objectives are met and adjustments are made as necessary.

BUDGET

We have estimated a fee of \$15,000 for the analysis of the MOU, not including the potential extra scope work item.

SCHEDULE

We anticipate a roughly 2-3 month timeline for completion. With a contract in place, we can collaborate with the Town to obtain the necessary documentation from both the Town and the Developer, expediting decision-making on the project.

STAFFING

The BFJ Team will consist of myself as principal-in-charge, with Thomas Madden, AICP, serving as the project manager. Thomas operates from our Stamford office and is intimately familiar with the Town of Fairfield. We have also included from our office, Tina Lund from Urbanomics

Resumes for all proposed staff are attached to this proposal.

We are honored to be considered for this opportunity and look forward to partnering with the Town on this project, which holds significant potential to further affordable housing in the Town of Fairfield. Your countersignature below will serve as authorization to proceed with work on the scope of work described

above. Please do not hesitate to contact me at 212-353-7476 or f.fish@bfjplanning.com should you have any questions or need additional information.

Sincerely,



Frank Fish, FAICP Principal

AUTHORIZATION OF WORK

Agreed to:

William A. Gerber
Town of Fairfield, CT

Date



FRANK FISH FAICP

PRINCIPAL

EDUCATION

Master of Science, Planning,
Pratt Institute
Bachelor of Arts, Political Science,
Boston College
Associate of Arts, Classics, St.
Thomas Seminary

MEMBERSHIPS

Fellow, American Institute of
Certified Planners
Board Member, New York
Planning Federation
Past Commissioner,
AICP Commission
Past President, New York
Metropolitan Chapter APA
Past President, American Society of
Consulting Planners

TEACHING

New York University, Robert Wagner
School of Public Service, Adjunct
Professor of Planning
Pratt Institute, Graduate Planning
Program, Adjunct Professor
(1988-1999)

Frank Fish has over 40 years of experience in urban planning. He directs the firm's master planning, zoning, economic and development feasibility practice areas. He has worked on a range of planning projects from countrywide master plans and statewide housing studies to large-scale development proposals for private sector clients.

PROJECT EXPERIENCE

Subase New London Joint Land Use Study (JLUS) Implementation Project Southeastern Connecticut Region

Led a multi-disciplinary team on behalf of the Southeastern Connecticut Council of Governments (SCCOG) to implement the 2017 Joint Land Use Study (JLUS) focused around the Submarine Base New London (SUBASE) and its neighboring Towns of Groton, Ledyard, Waterford, and Montville, and the Cities of Groton and New London.

Hartford Riverfront Recapture Hartford, Connecticut

Master Plan and implementation of a riverfront park linking to the downtown, and residential and commercial areas.

Hartford Brainard Airport Study Hartford, Connecticut

Highest and best use study of the 200 acre general aviation airport in Hartford, Ct. This included environmental, market and regulatory considerations developed over the course of five inter-active workshops.

Hartford Neighborhood Revitalization Zones (NRZs) Hartford, Connecticut

Three strategic plans for separate NRZs, each addressing long- and short-term priorities to enable local revitalization.

Norwalk Village Districts Planning And Zoning Norwalk, Connecticut

Provided ongoing planning services to the Zoning Commission of the City of Norwalk. This service includes reviews of new developments within the Rowayton Avenue Village District, Connecticut Village District and East Avenue Village District.

**Plan Of Conservation And Development
Meriden, Connecticut**

BFJ Planning is updating its Plan of Conservation and Development (POCD) with a focus on creating a hub around the Town's downtown train station. The POCD outlines Meriden's vision for the future and provides community-established principles for the orderly and balanced future economic, social, physical, environmental, and fiscal development.

R-6 Zoning Study

Greenwich, Connecticut

Analysis of potential revisions to the Town's smallest-lot residential zone to ensure an appropriate balance of neighborhood preservation and future development that promotes a diverse housing stock.

**City of Stamford: Master Plan Update
Stamford, Connecticut**

Update of the Master Plan for Connecticut's third largest city. Key areas of focus included leveraging its role as a regional center, managing commercial growth, improving vehicular and transit mobility, improving and connecting the Downtown and South End neighborhoods and planning for greater sustainability.

**Town of Greenwich: Cos Cob Neighborhood Plan
Greenwich, Connecticut**

Preparation of a neighborhood plan for a waterfront community within Greenwich, examining a range of issues and incorporating input from public workshops and an online survey. Recommended strategies include establishment of a Village District, several targeted zoning changes to strengthen local businesses and potential improvements to Route 1 to enhance its pedestrian-friendliness and aesthetics.

**Bloomfield Plan of Development
Bloomfield, Connecticut**

Updated plan of development, focused on preserving the Town's quality of life and improving the Town's

economic base. Demographic trends, land use and zoning, housing and community facilities, transportation, and the environment were analyzed.

**Bridgeport Master Plan
Bridgeport, Connecticut**

Update of the City's major land use policy planning documents. This comprehensive planning project will provide a roadmap for future development and redevelopment in an urban center that is poised for significant economic growth.

**Danbury Downtown Revitalization Plan
Danbury, Connecticut**

Revitalization strategy for the Town's Central Business District. The plan addressed aesthetic, roadway, and circulation problems; made design suggestions; and provided a phasing schedule for improvements.

**Fairfield Station Development
Fairfield, Connecticut**

Economic impact study of a proposed mixed-use development. A resulting report reviewed the impacts of construction and operation, and analyzed the direct fiscal impacts on the Town.

**Middletown Plan of Conservation and Development
Middletown, Connecticut**

Plan of Conservation and Development, including an update of land use, housing, economic development, open space, and natural resource issues. The Plan's central theme was Growth Management.

**Regional Plan of Development
Southwestern Region, Connecticut**

Regional plan of conservation and development including detailed analyses of housing, land use, open space, transportation, demographics, and economic development issues facing the region.

Thomas Madden

AICP | ASSOCIATE PRINCIPAL



Thomas Madden is an urban planner and economic developer with more than 25 years of experience in land use, economic development, environmental and transportation planning in the public and private sector.

Prior to joining BFJ, Mr. Madden held several cabinet level positions with municipalities including Director of Economic Development for the City of Stamford, CT and Commissioner of the Department of Community Development and Conservation for the Town of Greenburgh, NY. Prior to this, he worked for the Westchester County Planning Department, Maricopa County Department of Transportation and several private consulting firms.

EDUCATION

University of Victoria
B.A. Geography (Urban Studies)
Dalhousie University

MEMBERSHIP

American Institute of Certified Planners (AICP)
American Planning Association (APA)

Select Experience

Stamford Affordable Housing Plan*

Stamford, Connecticut

Steering committee member for the Stamford Housing Affordability Plan. The plan was developed over a 10-month planning process to evaluate conditions in Stamford and prioritize strategies for the future.

Affordable Housing Zoning Revisions*

Greenburgh, New York

Development of new affordable housing code to allow for the construction of new units in the town of Greenburgh, while preserving affordability and scalability for developers.

Leadership in Energy and Environmental Design (LEED) code)*

Greenburgh, New York

Development of new environment standards for the Town of Greenburgh, including the adoption of Leadership in Energy and Environmental Design (LEED) code for new commercial

and municipal site development and revisions to the Energy Star code.

Historic Preservation Code*

Greenburgh, New York

Updated zoning regulations and tax abatement policy aimed at encouraging and simplifying a cumbersome code to help preserve and protect potential historic buildings in the community.

Zoning Code Revisions*

Greenburgh, New York

Produced significantly updated zoning regulations aimed at modernizing, clarifying, and simplifying a cumbersome obsolete code based on the comprehensive plan.

Master Plan Update*

Stamford, Connecticut

Comprehensive update of the 2002 Plan to respond to the significant level of development activity and demographic changes of the last decade and to expand and refine policies, particularly as applied to the

Downtown, the Stamford Transportation Center, and adjoining neighborhoods.

South End Neighborhood Study*

Stamford Connecticut

The South End Neighborhood Study (SENS) analyzed the opportunities for growth, development, and heritage preservation in the growing South End of Stamford.

The final conceptual designs and policy recommendations create a vision for a walkable and engaging development plan that celebrates diversity of architecture and people living in an area that has been transforming since 2002

Comprehensive Plan Update*

Greenburgh, New York

Comprehensive plan that provides a framework to guide long-range policy decision-making affecting growth and development in the Town. The Plan identified goals, objectives and strategies to address a variety of issues, including economic development, housing, community character, land uses, natural and historical resources, community facilities and services, infrastructure and transportation. The Plan looked to incorporate the policies established by the Mid-Hudson REDC.

Innovation District*

Stamford, Connecticut

Creation of an Innovation District through CT Next's Innovation Place award. The City was selected as a region created its own organization to plan and manage funding for growth-spurring programs, ensuring that every program had local leadership and community-wide buy-in.

Economic Development Plan*

Stamford, Connecticut

A economic development plan that helped provide the vision for the City and economic strategies and specific actions that would help develop partnerships across the main industries of Stamford and promote diversity, inclusion and equity to the residents.

Mid-Hudson Regional Sustainability Plan*

Mid-Hudson REDC

Co-Chair of the Mid-Hudson Regional Sustainability Plan that utilize the combined knowledge of stakeholders in the seven counties of the Mid-Hudson Regional Economic Development Council Region (REDC) to create a plan that will lead to a more sustainable region.

*Projects completed prior to joining BFJ PLanning

Tina C. Lund, AICP
Principal

Ms. Lund has more than 20 years experience with comprehensive development strategies, market analyses, economic and fiscal impact studies, and demographic forecasting. Having worked with municipalities, agencies, and the private sector, she has a holistic knowledge of the economic aspects of planning.

Education Bachelor of Arts 1994, Major in French Literature, Grinnell College, Grinnell, IA

Teaching Experience Past Visiting Assistant Professor of Applied Demography at the Pratt Institute PSPD, guest lecturer in planning methods for graduate courses at New York University Robert F. Wagner School of Public Service and Princeton's Woodrow Wilson School.

Skills Database: Microsoft Excel, Microsoft Access, SPSS; GIS: ArcGIS, CommunityViz; Input/Output modeling: IMPLAN; strong writing and editing skills.

Professional Associations American Institute of Certified Planners, past VP of Professional Development American Planning Association NY Metro Chapter

Illustrative Project Experience

The Ridge at Danbury Market Scan & Fiscal Impacts Analysis

Principal-in-charge of subcontract to prepare market scan and fiscal impacts analysis for the reuse of the Matrix Corporate Center, a historic 1.3 million SF office complex. Evaluated area demand for multifamily housing, office/coworking, retail and hotel uses.

City of Bridgeport, CT Comprehensive Economic Development Strategy

Provided project management for comprehensive EDA 5-year funding document, including: compilation of neighborhood profiles, existing citywide conditions of employment, housing stock, zoning, infrastructure, recreation and open space; preparation of parcel-based land use maps and analysis including brownfields data; public participation forums; and, preparing and compiling project report cards for use by steering committee. Responsible for authoring the concluding, persuasive Action Plan of key goals and projects.

New Canaan Downtown Market Study

Prepared and analyzed an online survey of shopper preference and attended focus groups as a part of a larger commercial needs assessment. Presented results of market trends and gaps analysis, public outreach and final recommendations at public hearings.

East Farmingdale TOD

Prepared the housing and non-retail commercial market analyses for the East Farmingdale TOD as part of the larger study to develop form-based code for the area surrounding a soon-to-be reopened LIRR train station. Taking into account development constraints due to FAA regulations as well as significant brownfields, the recommendations balanced developer standards and public input.

Canal Village, Mt Vernon BOA/ LWRP

Performed housing and commercial market analysis for industrial area in the southeast quadrant of Mount Vernon, NY. Property values, market trends and impediments to expansion were identified.

Bellport & East Patchogue Housing Market Analysis

Evaluated local market dynamics, including recent and future demand, to determine the need for and marketability of new attached rental and for sale housing. Findings will inform a future Transportation Oriented Development near the Bellport Train Station in Brookhaven, New York.

Westport Housing Market Analysis

Prepared a housing market analysis to assess supply and demand for age-restricted rental housing in the Town of Westport and Fairfield County.

Project Experience (continued)

Somerset County PGIA Ph. 2 & 3

Under the Phase II scope, prepared in-depth market analyses of Somerset County in the context of the surrounding counties as well as for six (6) prototype priority growth investment areas (ranging from downtown TODs to abandoned strip malls) as part of the County's final investment framework. The analysis included physical and logistical site characteristics in the context of employment demand, real estate potential and existing labor force. The Phase III work included an update of the Phase I socioeconomic baseline and the market analysis of the remaining 21 PGIAs.

Trenton Economic Baseline Analysis

Drafted a baseline housing and economic assessment for the City of Trenton and its five planning districts with a focus on the disparity between local jobs and resident employment characteristics, journey to work and linkages to New Jersey's key industry clusters.

NYMTC 2050 Update

Principal-in-Charge for the 2050 model update tasks for the County and Traffic Analysis Zone models. Work will include neighborhood level analysis of 16 population and employment variables forecasted to 2050 for New York City, Long Island, the Mid-Hudson as well as parts of New Jersey and Connecticut.

Whitby School Forecast

Principal-in-Charge of contract to update a demographic study of the enrollment potential for the Whitby School, a premier International Baccalaureate & Montessori school located in Greenwich, Connecticut. The study evaluated market area demographic trends and forecasted grade level enrollment annually to 2023 based on alternative assumptions of development patterns and international in-migration.

Middletown, CT Consolidated Plan

Worked with City agencies, homeless and housing service providers and economic and community development groups to assess the current state of the City's homeless and housing programs as well as community development needs to create the HUD-mandated five-year strategic plan for an annual \$500,000 Community Development Block Grant.

New York City Housing Authority Community Board Market Analyses

Responsible for the preparation of two comparative existing socioeconomic conditions profiles for Community Board 3, Manhattan and New York City and Community Board 9, the Bronx and New York City to support feasibility analyses for market rate housing in and around large public housing projects. The profiles included demographic analysis at the census tract level, consumer expenditures and retail sales analysis at the zip code level, as well as profiles of area schools, precinct crime rates, and area public perception as represented by the media.

Glen Cove BOA

Prepared the housing market assessment and modeled the development feasibility of a variety of housing and mixed-use TOD and neighborhood redevelopment options as part of the Phase II Brownfield Opportunity Area program. Modeling included pro forma development mock ups to test return on development potential for various rezoning options as well as fiscal cost-benefit analysis for each site.

Melville Employment Center

Evaluated fiscal impacts for a cost-benefit analysis of a proposed plan in the Town of Huntington to expand employment opportunities in the hamlet of Melville in support of goals outlined in Huntington's 2020 Comprehensive Plan.

Project Experience (continued)

MNR Penn Station Access

Principal-in-charge of subcontract to update the market studies for three potential MNR stations in the Bronx. As part of the study, estimations were provided for the development demand based upon recent development trends in the study areas and the Bronx as a whole; the rate of acceleration to development these areas could receive with additional transit access based upon development surrounding other transit improvements in New York City; and, the likely property value increase due to transit access and the subsequent potential for tax-increment financing of the stations.

NY Rising Community Revitalization

Prepared economic and housing assessments for seven Long Island CR areas. Analyzed regional market conditions as well as quantifying housing and economic assets by type in the context of flood zones. Research included both official Census, HUD and real estate databases as well as online surveys of business owners.

Riverside BOA

Performed housing and commercial market analysis and fiscal and economic impacts assessment to meet BOA and SEQRA requirements for the proposed redevelopment of the Riverside BOA in the Town of Southampton, to include 2,267 housing units and more than 500,000 sf of cultural, recreation, and commercial space.

**Lower Manhattan
Redevelopment Master Plan**

Tracked, geocoded and mapped relocations of displaced firms, employment, and residents at the Census block level in Lower Manhattan and Census tract level throughout the rest of the tri-state area using GIS. Compiled commercial and residential real estate market data for pre, post-9/11 trend analysis.

Madison NJ Downtown Revitalization

Principal in charge of a strategic plan to strengthen and improve the Borough's central business district for residents, merchants, property owners, and visitors. Recommendations are being drawn from extensive outreach and empirical analysis, and will include market demand for commercial and residential uses, approvals and parking regulatory improvements, as well as way-finding and marketing.

Long Beach Comp Plan and LWRP

Performed cost/benefit assessment of multiple proposals for eight development sites as part of larger LWRP and Comprehensive Plan Update for the City of Long Beach, NY. Potential uses for the hurricane-devastated barrier island city include housing, mixed use development, industrial/innovation centers, TOD, and expanded marina and retail opportunities. All of the proposals are being evaluated in terms of jobs created, residents served, housing need met, fiscal benefits to the City.

Imperial Schrade Site Market Analysis

Principal-in-charge of market analysis of potential commercial uses for the redevelopment of the former Imperial Schrade industrial site in Ellenville, NY. Evaluated potential market demand, feasibility and fiscal impacts of several proposed alternative uses (logistics center, film studio, green industry manufacturing plant, entertainment venue and accommodations support facility).

Port Chester School Mitigation

For the Village of Port Chester IDA, incorporating housing criteria such as year built, structure type, number of bedrooms, cost, public school children, and construction and education costs into a school child mitigation formula that was used to determine uniform and fair mitigations for new development.

Project Experience (continued)

Wilmette, IL Affordable Housing Plan

Prepared an overview of the socioeconomic characteristics of Wilmette in light of the rest of Cook County and the affordable housing requirements of Public Act 93-0595 as well as an analysis of the existing demand for affordable housing, as well as a quantification of the existing supply both as a whole, and in reference to various special needs populations was performed to provide the foundation for the Village's Affordable Housing Plan.

Yonkers Downtown Rezoning DEIS

Prepared socioeconomic chapter under SEQRA, including existing, no action and with action scenarios for a multi-tract proposed rezoning area in Downtown Yonkers. The analysis was informed by the NYMTC 2030 TAZ model data for Westchester County, adjusted to reflect new developments in the pipeline, updated vacancy data and additional suitability variables.

Gramatan Avenue Economic and Fiscal Impacts Analysis

Prepared economic and fiscal impacts analysis of a three-phase mixed-use/mixed-income residential project in Downtown Yonkers. Along with traditional tax revenue comparisons of existing and proposed future conditions, the study included public safety and school costs assessments based upon population projections of the residential portions of the project in conjunction with interviews held with the police and fire departments. In a final phase of work, the resulting analysis was used to prepare a PILOT application to the City.

East Midtown Rezoning CEQR Analysis

Prepared the socioeconomic analysis of the East Midtown Rezoning revisions for New York City DCP. The work included extensive analysis of direct and indirect displacement of businesses as well as the impacts of a special permit requirement for hotel use on the accommodations industry.

Gardens at Harriman Station TOD Economic Impacts

Prepared economic impact analysis and market analysis update for a proposed TOD project containing 1,500 residential units and 250,000 SF of commercial space in Harriman, NY.

North Brunswick FIA

Prepared a fiscal impact analysis for the MainStreetNB Transit Village in North Brunswick under construction at a former Johnson & Johnson campus encompassing 1 million SF of mixed use development with 1,875 housing units.

Economic Impacts of Manufacturing Rezoning

Prepared extensive maps of parcel level data in manufacturing zoned areas in the five boroughs of New York for a Manhattan Institute study. After initial Real Property Data are analyzed for each area, one manufacturing zone in each borough will be chosen for further examination of the potential for residential rezoning and the subsequent economic and fiscal impacts on the specified neighborhood and the City as a whole.

NYMTC 2025 and 2030

For the 2025 SEDs tasks, prepared several technical memoranda on data collection and analysis for the larger project. For the 2030 SEDS iteration, assumed responsibility for several data collection tasks as well as the finalizing of the TAZ allocation models; wrote and edited technical memoranda; established inter-model and GIS linkages and provided technical support.

La Marqueta East Harlem

Principal-in-charge of market analysis for redevelopment of historic fresh food market in East Harlem. Initial phases of work included assessments of population and employment, fresh food and other retail gaps analysis, demand for other uses including recreational venue and labor force development space.

AGREEMENT FOR THIRD PARTY CLAIM ADMINISTRATIVE SERVICES

THIS IS AN AGREEMENT for third party claim administrative services (“**TPA services**”) made as of the 1st day of January, 2023, by and between PMA Management Corp. of New England, Inc. (“**PMA**”), a corporation duly incorporated under the laws of the State of Connecticut, whose principal offices are located at 101 Barnes Road, Suite 300, Wallingford, CT 06492 and Town of Fairfield and the Fairfield Board of Education (collectively “**Client**”), political entities of the State of Connecticut, whose principal place of business is located at 725 Old Post Road, Fairfield, Connecticut 06450.

RECITALS

CLIENT is authorized by the State of Connecticut to self-insure its workers’ compensation program or has procured a policy of insurance with an insurance company for its workers’ compensation insurance program;

PMA, a duly authorized provider of third party administrator (“**TPA**”) services in the State of Connecticut, hereby agrees to provide Client TPA and other services which are more fully described herein; and

CLIENT, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

- a) “**ALAE**” shall mean any cost or expense in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.
- b) “**Claim File**” shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.
- c) “**Indemnity Claim**” shall mean any reported workers’ compensation claim that is not a Medical Only Claim or Record Only Claim.
- d) “**Clinical Case Manager**” shall mean a nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.
- e) “**Medical Only Claim**” shall mean any reported workers’ compensation claim meeting all of the following criteria: (1) there is no (a) subrogation activity, (b) litigation activity and the claim is not otherwise contested, (c) indemnity paid, salary in lieu of indemnity paid or time lost from work beyond the state prescribed waiting period, (d) investigation or review regarding compensability or liability assessment, or (e) carrier report, excess reporting requirement, client meeting (other than a routine meeting where the claim is noted) or settlement authority approval; (2) the claim is open for less than 12 months from the date of injury or accident; and (3) total paid amount does not exceed \$3,500.

- f) **“Prior Agreement”** shall mean the prior agreement for third party claim administrative serviced entered into between PMA and Client, as amended.
- g) **“Qualified Claim”** shall mean any Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement and any Takeover Claim that PMA agrees to service under this Agreement, and any Indemnity Claim, Medical Only Claim, or Record Only Claim serviced under the Prior Agreement.
- h) **“Record Only Claim”** shall mean any incident reported for statistical purposes only and specifically identified as a Record Only Claim at the time of the initial report, with no (1) reserve, (2) involvement of PMA personnel for follow up, outreach or any other activity other than recording the incident in PMA’s system, (3) subrogation activity, (4) litigation activity and the claim is not otherwise contested, (5) payment of any type required or time lost from work, (6) investigation or review regarding compensability or liability assessment, or (7) carrier report, excess reporting requirement, client meeting or settlement authority approval.
- i) **“Takeover Claim”** shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and (2) subsequently transferred to PMA for servicing on or after the inception of this Agreement. Closed claims with accident dates prior to the Effective Date (as defined below) and subsequently reopened during the term of this Agreement will be considered Takeover Claims.

2. TERM

This Agreement is effective beginning January 1, 2023 (**“Effective Date”**) for a term of three years until December 31, 2025; thereafter this Agreement shall automatically renew for successive one year terms until otherwise terminated in accordance with this Agreement. PMA will provide notice of any changes to the fees and charges set forth in this Agreement prior to the expiration of any term. If Client wishes to terminate this Agreement as a result of such price changes, it may, within 30 days of receipt of notice of such change, terminate this Agreement by providing 60 days’ notice to PMA. The current fee structure will remain in effect during the 60 day period.

3. TPA SERVICES

- a) PMA shall provide customary and appropriate workers’ compensation claim handling services for all Qualified Claims. Specifically, with regard to:
 - i. Indemnity Claims - PMA will provide the services required to make a determination regarding compensability, make reserve recommendations to the Client, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
 - ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement and making reserve recommendations to the Client.
 - iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.

PMA shall determine whether a claim is an Indemnity Claim, a Medical Only Claim or a Record Only Claim for all purposes under this Agreement.

- b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.
- c) PMA shall have full discretion to establish reserves for any Qualified Claim up to \$25,000 ("**Discretionary Authority Limit**"). PMA shall have full discretion to settle any Qualified Claim for an amount not to exceed the Discretionary Authority Limit and shall not need the approval of Client to consummate such settlement. This amount may be changed at any time by Client upon 10 days prior written notice to PMA. Failure of PMA to settle a Qualified Claim within such limit, however, shall not subject PMA to any liability if a judgment, determination or a settlement of such Qualified Claim exceeds such limit.
- d) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers' compensation statutory and regulatory scheme.
- e) Upon Client's request, PMA will provide status reports in accordance with PMA's customary business practice for all Qualified Claims having total incurred losses of \$50,000 or above.
- f) If requested by Client during the term of this Agreement, PMA will provide up to two telephonic claim reviews annually based on mutually agreed upon claims selection.
- g) If requested by Client during the term of this Agreement, PMA will provide an annual stewardship report.

4. EXCESS REPORTING SERVICES

- a) PMA will report to Client's excess insurance carrier or carriers ("**Carrier(s)**") all Qualified Claims serviced by PMA which meet Client's excess insurance reporting requirements, subject to the following requirements:
 - i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
 - ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - iii. Client shall promptly provide claim data for conversion to PMA's computer system for purposes of determining historical loss information.
 - iv. Client shall instruct its attorneys to advise PMA when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.
- b) Client's failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.

- c) PMA will attempt to collect non-aggregate excess claim recoveries on behalf of the Client for a period of 60 days (from the date of the initial request), after which PMA will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, and possess no further collection obligations or responsibilities for that outstanding balance.

5. MANAGED CARE SERVICES

- a) Client agrees to exclusively utilize the following PMA managed care services:
 - i. PMA's medical bill review and repricing services, which may include but are not limited to:
 - 1. reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
 - 2. utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.
 - ii. PMA's managed care networks which include:
 - 1. traditional networks (e.g. physicians and medical facilities);
 - 2. specialty networks (e.g. providers of durable medical equipment, diagnostic testing, physical therapy, pain management, home health, and dental services);
 - 3. state specific networks (e.g. California Medical Provider Network, Texas Health Care Network); and
 - 4. out-of-network services from PMA and third party vendors.
 - iii. PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, drug utilization review).
 - iv. Utilization of clinical case management services when any of the following criteria are met:
 - 1. surgical procedure;
 - 2. spinal cord injury;
 - 3. occupational disease or a pandemic requiring medical treatment;
 - 4. third degree burns;
 - 5. multiple complex fractures;
 - 6. crush injuries requiring poor initial medical outcome;
 - 7. head injuries with cognitive impairment or loss of consciousness;
 - 8. immediate post-injury hospital admission;
 - 9. multiple trauma; or
 - 10. adjuster identified assignments.

Continued clinical case management will proceed at the discretion of PMA.

- b) PMA shall also provide the Medicare related services set forth in Exhibit A to this Agreement.
- c) PMA's Clinical Case Managers are authorized to provide PMA's Point of Sale Nurse Intervention Program on all claims at PMA's discretion to assist with seeking improved claim outcomes. The Program will review incoming claimant medications which are outside of Centers for Disease Control guidelines, and recommend an intervention strategy which may include potential weaning, drug testing, and peer reviews to attempt to mitigate long term dependency at the point of sale.
- d) PMA is authorized to employ utilization review services for evaluation of reasonableness, necessity, duration, and frequency of treatment or medication. These services may include, but are not limited to the following:
 - i. Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate the necessity, frequency and duration of treatment.
 - ii. Concurrent Review - a review during the course of treatment conducted by an experienced registered nurse to evaluate treatment and planned procedures and establish target completion dates.
 - iii. Retrospective Utilization Review- a review after the completion of treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
 - iv. Peer Review or Physician Advisor Review - physician-to-physician review and contact to resolve questions related to treatment and diagnosis.
- e) PMA is authorized to employ prospective and concurrent utilization review services that may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.
- f) Upon Client request, PMA will utilize PMA Care24 point of injury nurse triage to assist with determining the direction of care when an injury is reported. This service may include but is not limited to a Clinical Case Manager providing self-care recommendations to the claimant, first notice of loss reporting, direction of care into the network or to a panel provider, or a recommendation for use of emergency room care.
- g) PMA may retain third party vendors for the purpose of providing specific medical management services.

6. RISK CONTROL SERVICES

- a) Upon request, PMA will:
 - i. perform a risk management assessment;

- ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
 - iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);
 - iv. create and administer a specific risk control service project mutually agreed upon with Client.
- b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

7. RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")

- a) PMA will provide the following RMIS services:
 - i. upon request, a standard conversion of Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
 - ii. access to PMA's RMIS for up to three users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;
 - iii. standard reports available through PMA's RMIS;
 - iv. One monthly data file transfer to a single carrier or RMIS system ("**Standard Data Feed**");
 - v. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.

- b) PMA warrants PMA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:
 - i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.
 - ii. the maximum and only liability of PMA for such malfunction, error or loss of data shall be its obligation to recreate reports or regenerate data as described above.
- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**
- d) Obligations of Client regarding use of PMA's RMIS:
 - i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA's RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.
 - ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
- e) General Provisions regarding PMA'S RMIS:
 - i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.
 - ii. Unless otherwise stated, Client's access to PMA's RMIS will end upon termination of the Agreement.

8. LITIGATION SUPPORT SERVICES

- a) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a workers' compensation hearing; (collectively, (x), (y), "**Disputed Claim**"), PMA will:

- i. make recommendations to Client regarding claim matters relevant to the Disputed Claim;
 - ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;
- b) PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines. PMA shall remain authorized to settle any Disputed Claim within the Discretionary Authority Limit or an amount in excess of the Discretionary Authority Limit that is authorized by Client.
 - c) PMA is authorized to utilize legal bill analyzer services to review and process legal invoices from all defense counsel utilized by the Client.

9. SECTION 111 REPORTING

- a) Client understands and acknowledges that it is a Responsible Reporting Entity ("RRE") as defined by the Centers for Medicare and Medicaid Services ("CMS"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes PMA or PMA's designee to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.
 - i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.
 - ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.
- c) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.
- d) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.
- e) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA or PMA's designee as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

10. FUNDING of CLAIMS and EXPENSES

PMA will establish a non-interest bearing checking account in PMA's name ("**Payment Account**") with PMA's bank, which is to be funded by Client but which PMA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. PMA will provide Client with a monthly schedule ("**Payment Register**") outlining all claim

payments, ALAE, and correction items funded by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

- a) PMA will automatically withdraw funds from Client's account at Client's bank through the Automated Clearing House System ("ACH Debit") for deposit to the Payment Account. ACH Debit activities will occur on a monthly basis. Client acknowledges that it has signed an Authorization to Access Account Form prior to the inception of PMA's services. The Payment Account will initially be funded by Client in an amount equal to three months of estimated claims payments and ALAE, which amount may be revised at PMA's discretion at any time based upon actual claims and expense payment history. If at any time the Payment Account balance is depleted by 75% or more, PMA will automatically withdraw funds sufficient to replenish the Payment Account.
- b) Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing all services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.
- c) PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client. PMA shall have no liability to Client for any penalties, fines or assessments incurred due to Client's failure to maintain sufficient funds in the Payment Account or PMA's election to stop performing services as a result thereof.
- d) This Section of the Agreement shall survive the termination of the Agreement.

11. CLAIM HANDLING SERVICE FEE

- a) Client agrees to pay PMA at the annual flat fee rate of \$100,900, payable in equal quarterly installments as invoiced by PMA.
- b) If during the term of this Agreement, Client submits more than 10 claims that PMA determines arise out of, result from or are otherwise related to any event, occurrence, disease, happening or condition or any series or group of related or like events, occurrences, disease, happenings or conditions, then the following additional claim handling fees shall apply:

- i. \$850 for each Indemnity Claim
- ii. \$125 for each Medical Only Claim

If PMA determines that additional claim handling fees apply, then PMA may bill such additional claim handling fees as they are incurred or in any other reasonable manner as PMA shall determine.

12. OTHER FEES

As compensation for the TPA services provided in this Agreement, Client agrees to pay PMA the

fees identified in the Fee Schedule attached to this Agreement as Exhibit A and incorporated into this Agreement by reference as an integral part of this Agreement. Payment shall be due as fees are incurred. Fees that are due annually or monthly shall be due on the effective date of this Agreement and each annual or monthly anniversary thereafter, as applicable. The fees set forth in Exhibit A can be changed by PMA if new arrangements are made by PMA and its third party vendors. PMA shall provide Client notice of any change in fees within 10 business days of the implementation of the change.

13. PAYMENT of FEES

PMA will bill Client for fees when due. If the bills are not paid within 30 days after receipt, PMA reserves the right to charge Client interest at an annual rate of 12% on all overdue payments, and to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

14. CONFIDENTIALITY

- a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
 - i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person; or
 - iii. mandated by applicable court discovery rules.
- b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.
- d) Client agrees PMA (or its representative) may de-identify and thereafter utilize Client's information for benchmarking and related purposes.
- e) PMA processes on behalf of Client personal information disclosed to it by Client and personal information that Client has asked PMA to collect as part of the services provided under this Agreement. PMA shall not retain, use or disclose personal information relating to Client's injured workers for any purpose other than for the purpose of providing the services

contemplated by this Agreement or as permitted by applicable law. PMA may disclose information to its vendors to the extent necessary or advisable to provide the services required under this Agreement.

- f) This Section of the Agreement shall survive the termination of the Agreement.

15. NATURE of RELATIONSHIP

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b) PMA retains third party vendors to provide services under this Agreement and PMA's charges to Client may vary from the itemized charge to PMA. Vendors may be required to meet requirements determined by PMA, including but not limited to, appropriate licensure, adequate insurance coverage (including cybersecurity), and meeting standards for protecting confidential information. Client shall indemnify, defend, and hold PMA harmless from liabilities resulting from PMA's utilization of any third party vendor selected by Client if the vendor does not meet requirements determined by PMA. Client acknowledges and agrees that PMA may receive allowances or payments from vendors in connection with PMA's utilization of vendor services as consideration for PMA's efforts in the management, administration and integration of the services.

16. TERMINATION

- a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b) This Agreement may be terminated:
 - i. by mutual agreement of the parties;
 - ii. by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;
 - iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;
 - iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
 - v. by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or

- vi. by PMA or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client. PMA or Client may choose to suspend all or part of PMA's obligations under this Agreement or terminate this Agreement with respect to a state or states where Client loses its self-insured status.
- c) This Agreement shall be deemed terminated upon its normal expiration.
- d) Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by PMA up to and including the date of termination. Upon final closing of the account, PMA shall return the Claim Files to Client in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records.
- e) Client and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, PMA shall return to Client any outstanding checks remaining unpaid after termination. PMA shall not be responsible for Client's escheat obligations with regard to issued but unrepresented checks either before or after the termination of this Agreement.
- f) PMA may utilize the Payment Account for any outstanding amounts owed by Client to PMA prior to returning unallocated funding to Client.
- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA.

17. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY

- a) To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless PMA, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability, penalties or expenses, including attorneys' fees, caused by or resulting from (i) claims from third parties alleging negligence or willful misconduct of Client, its officers, directors, employees or agents; (ii) a disclosure of confidential or proprietary information by Client to any third party; or (iii) Client's failure to maintain the funding required by this Agreement in the Payment Account.
- b) To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of PMA, its officers, directors, employees or agents. However the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.
- c) Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from (i) any failure to cooperate on the part of Client or the prior administrator, or (ii) any files for Takeover Claims which have not been properly maintained or are not delivered to PMA in good order.

- d) Promptly after the receipt by any party seeking indemnification under this section (“**Indemnitee**”) of notice of the commencement of any action or the assertion of any claim against such Indemnitee by a third party, such Indemnitee shall give such indemnifying party written notice thereof and the indemnifying party shall have the right to undertake the defense of such action or claim. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnitee shall have the right to undertake the defense and settlement thereof at the indemnifying party’s expense. If the indemnifying party is defending such action or claim, the Indemnitee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. If the Indemnitee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnitee from all claims at issue, the Indemnitee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys’ fees, incurred in the defense of the claims from the date of the proposal.
- e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.
- f) Neither party shall be liable to the other party for punitive or consequential damages.
- g) Client agrees that PMA’s total liability to Client under this Agreement (whether in contract, tort, or otherwise) shall not exceed the amount of claim handling fees billed and collected by PMA during the 12 month period immediately preceding the date Client first notifies PMA in writing of any potential action or claim.
- h) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.
- i) This Section of the Agreement shall survive the termination of the Agreement.

18. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:

Peter Ritchey
Assistant Director of Human Resources
Town of Fairfield
Fairfield Board of Education
725 Old Post Road
Fairfield, CT 06430

For PMA:

President
PMA Management Corp. of New England, Inc.
101 Barnes Road, Suite 300
Wallingford, CT 06492

With a copy to:

General Counsel
PMA Management Corp. of New England, Inc.
380 Sentry Parkway
Blue Bell, PA 19422

19. NON SOLICITATION of PMA'S EMPLOYEES

Client agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of PMA during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if Client breaches the terms of this section, Client shall pay PMA an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

20. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of PMA. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

21. COOPERATION

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

22. WARRANTIES and REPRESENTATIONS

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

23. MODIFICATION

PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

24. MISCELLANEOUS

- a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of laws. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties arising under the Agreement.
- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein. If PMA provides claims services for any Qualified Claim after the Qualified Claim exceeds the attachment point of any Client insurance policy, then (i) PMA shall comply with the terms of any such policy and the instructions of the insurance company issuing such policy and (ii) the terms of any agreement between the insurance company and PMA shall supersede the terms of this Agreement.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client's obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- g) **Counterparts; Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The intentional action in electronically signing this Agreement shall be evidence of consent to be legally bound by this Agreement. Further, the parties agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures. Each party agrees not to contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of this Agreement.
- h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.
- l) **Use of Client Name and/or Logo.** During the term of this Agreement, Client authorizes PMA to utilize Client's name and/or logo in promotional or marketing efforts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

**PMA MANAGEMENT CORP.
of NEW ENGLAND, INC.**

BY: _____

TITLE: _____

TOWN OF FAIRFIELD

BY: _____

TITLE: _____

FAIRFIELD BOARD OF EDUCATION

BY: _____

TITLE: _____

Exhibit A – Other Services Fee Schedule

All fees are billed as incurred unless specifically agreed otherwise.

<u>Service Type</u>	<u>Amount</u>
<u>Managed Care:</u>	
Bill review and repricing	25% of the total savings
Utilization review	\$125 per review
Clinical case management services	\$103.00 per hour
Medical consultant review	\$255 per review
PMA Care 24	\$103.00 per call
Point of Sale Pharmacy Program	\$75.00 per review
Medical Director	\$250 per hour
<u>Medicare Solutions</u>	
Section 111 Reporting	\$9.00 per claim queried
Medicare Set-Aside Allocation	\$2,200 each
CMS Submissions	\$630 each
Medicare Conditional Payment Research	\$130 each
Medicare Conditional Payment Appeal or Dispute	\$260 each
Medicare Conditional Payment Research Final Demand	\$55 each
Medical Cost Projections	\$1900 each
Evidenced Based MSA	\$2,200 each
Life Care Plan	\$185 per hour
Legal Nurse Review	\$1,900 per review
Update (of prior MSA report)	\$785 per report
Resolution Services	\$130 per hour
Medicare/Social Security Verification	\$205 each
Medicaid Conditional Payment Research	\$260 each
Medicare Advantage Plan Conditional Payment Negotiation	\$525 each
Provider Relations Specialist	\$110 per hour
<u>Information Systems:</u>	
Customized Reporting/Programming	\$155.00 per hour
Standard Data Feed Set-Up	\$2,500 per year
Standard Data Feed	\$200 per month
<u>Risk Control:</u>	
General	\$20,000 annually (payable quarterly); \$150 per hour thereafter
Industrial hygiene services	\$180 per hour
Special Projects	To be determined

<u>Claim Adjustment:</u>	
Vocational Rehabilitation	\$103.00 per hour
Claim Indexing	\$7.90 - \$13.10 per query depending upon search method and services
Legal Bill Analyzer	3% of gross billed charges
<u>Other:</u>	
Non-standard claim intake	\$18 per claim
Recover to At Work	\$110.00 per hour
Standard Data Extract (upon termination)	\$5,000
Each Claim Review in excess of two per year	\$1,500 per review, per day plus PMA expenses
Onsite claim review	Travel incurred by PMA personnel is reimbursed in full by the client

Contract Records		Order Details	
Account Number:	A-29912	Order #:	Q-203345
Customer:	Fairfield Police Department (CT)	Valid Until:	2/14/2024
Employee Count:	110		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Fairfield Police Department (CT) Felix Esposito 100 Reef Rd Fairfield, CT 06824	Shipping Contact :	Fairfield Police Department (CT) Felix Esposito 100 Reef Rd Fairfield, CT 06824
Billing Address:		Shipping Address:	
Billing Contact Email:	fesposito@fairfieldct.org	Shipping Contact Email:	fesposito@fairfieldct.org
Billing Phone:	(203) 254-4834	Shipping Phone:	(203) 254-4834

Payment Terms	
Payment Term:	Net 60
PO Number:	
Notes:	200-224 user tier

Subscription Service

February 2024

Item	Type	Start Date	End Date	Qty	Total (USD)
CT POSTC Manual	Recurring	2/14/2024	2/13/2025	1	\$0.00
View Standards manual electronically.					
PowerDMS Standards for CT POSTC	Recurring	2/14/2024	2/13/2025	1	\$1,150.00
Attach proofs to show compliance with CT POSTC Standard, assign assessment tasks, track revisions, and status-based grading.					
PowerPolicy Professional Subscription	Recurring	2/14/2024	2/13/2025	224	\$7,917.21
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
PowerTraining	Recurring	2/14/2024	2/13/2025	224	\$2,005.69
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.					
PowerFTO Subscription	Recurring	2/14/2024	2/13/2025	1	\$3,370.80
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
February 2024 TOTAL:					\$14,443.70

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Accepted and Agreed By Authorized Representative of:
Fairfield Police Department (CT)

Signature: _____

Printed Name: _____

Title: _____

Date _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

Subject: NEOGOV Sole Source Letter

October 16, 2023

This letter is to confirm that Governmentjobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") is the sole source provider of PowerPolicy, a cloud-based software as a service ("SaaS") platform that combines document management, training and accreditation management, and electronically links that content to alert users whenever a change may impact compliance. As a result of our investment in innovation and unique expertise working in public safety, we have created a one-of-a-kind solution. A few of the unique properties of the system include:

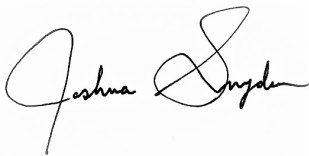
- PowerPolicy uniquely links critical content to state and national standards to alert staff when changes may impact their compliance
- PowerPolicy helps manage and maintain crucial content including digital signatures and comprehensive workflows
- PowerPolicy, coupled with PowerStandards, uniquely links critical content to state and national standards to track and maintain continual compliance
- PowerPolicy offers public facing linkability for public transparency
- PowerPolicy offers a fully compatible mobile application that allows full acknowledgment as well as importing documents anytime from anywhere.
- PowerPolicy offers a full integration to most document formats for ease of editing
- PowerPolicy offers side-by-side comparison across all version's history of documents
- PowerPolicy offers customized analytics and scheduled delivery reporting

In addition, all PowerDMS training, system documentation, hosting services, information security, and software maintenance for the products listed herein are provided by or through NEOGOV personnel.

Note, this letter is for information purposes only. Recipients are advised to conduct independent analysis to determine whether procurement regulations applicable to their agency permit sole-source procurement.

Please let us know if you require any further information regarding our services.

Sincerely,



Joshua Snyder
NEOGOV VP of Business Development



Memo

To: Board of Selectman

1/25/2024

From: Scott C. Jarzombek, Town Librarian

Subject: Library Contracts and Agreements

Below is a list of contracts and user agreements for the Fairfield Public Library presented to the Board of Selectmen for approval on January 31st, 2024.

SirsiDynix (2)

Product: Work Flows

This would enhance the Integrated Library System software for managing loaned material and reporting. The full agreement is included in the packet.

Term: Annual Renewal

Cost: \$1,470

Budget Line: 53200-40200

Stirling Brandworks (3)

These contracts are for redesigning our website and any subsequent work related to that project.

Term: 1 Year

Cost: \$42,560

Budget Line: Trustee

Rosen Digital

This is for a Teen Health & Wellness database for young adults. Term: Annual Renewal

Cost: \$715

Budget Line: 7010-56180

MorningStar

This is a public-facing financial database for adults. Term: Annual Renewal

Cost: \$7,136.

Budget Line: 7010-56180

SMS

Software license for the web-based visit counting hardware in the art gallery.

Term: Annual Renewal

Cost: \$260

Budget Line: Friends of Fairfield Public

SenSource

Software license for web-based visitor monitoring.

Term: Annual Renewal

Cost: \$1,820

Budget Line: 7010- 54310



Glowforge

Software license for the Glowforge equipment in the maker space.

Term: Annual Renewal

Cost: \$239

Budget Line: 7010-53200-40100

TeamSoftware Solutions

PWB is a security software to lock down our public kiosks.

Term: Annual Renewal

Cost: \$125

Budget Line: 7010-53200-40200

IT Approved



SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

QUOTE

Quote 117077 for:

Fairfield Public Library

Auto Renewal Reports

Quote valid until:
Prepared by:

March 19, 2024
Kim Chambers,
Inside Sales Consultant, East Region

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Copyright 2023 Sirsi Corporation - All Rights Reserved



Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2
SirsiDynix Services	2,100	-
Discount	(630)	-
Total	1,470	0

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Services		2,100
Consulting:		
SirsiDynix Symphony: Automatic Renewal Notices via SMS PSC-8070	1	600
SirsiDynix Symphony Automatic Renewal Report - HTML PSC-8071	1	600
SirsiDynix Symphony Automatic Renewal Report PSC-8005	1	600
Project Management:		
Project Management for all products in this Quote	1	300
Discount		(630)
Services Discount		(630)
Quote Total		1,470

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Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Services

Consulting

SirsiDynix Symphony: Automatic Renewal Notices via SMS PSC-8070

SirsiDynix Consulting Services will deliver a version of the custom Automatic Renewal Notices that sends the notices via SMS.

This report is delivered "as is" to a single instance of Symphony. Any variation from the standard specification will incur additional charges.

SirsiDynix Symphony Automatic Renewal Report - HTML PSC-8071

SirsiDynix will deliver a version of the custom Automatic Renewals report that creates notices in HTML format for email distribution. The package includes three HTML templates, one in each of the Symphony stylings ("bold", "stylish" and "vibrant"). Notices may be sent for items with successful renewals, items with failed renewals, or both.

SirsiDynix Symphony Automatic Renewal Report PSC-8005

SirsiDynix Consulting Services will deliver a custom report to automatically renew material checked out. The report will run daily to find any items that are due that day. The report will consider selection criteria by staff. For the items selected and are due that day, the Renew Item transaction will be run to set the new renewal date automatically.

The report will not renew items that have exceeded the renewal limit (seen or unseen) or items with holds.

The report will send an automatic plain text email notice to patrons indicating the renewal occurred. If an item is not renewed, nothing will occur. The patron will not receive a notice.

This report is delivered "as is" to a single instance of Symphony. Any variation from the standard specification will incur additional charges.

Project Management

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Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

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Terms and Conditions

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Signature(s)

**Customer Signature:
Fairfield Public Library**

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

Fairfield Public Library
1080 Old Post Road
Fairfield
Connecticut 06824
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Automated Library Software License and Hardware Sales Agreement

THIS AGREEMENT is made by and between the Parties, SIRSI Corporation, a Delaware corporation having its principal offices at 101 Washington Street SE, Huntsville Alabama USA 35801, (hereinafter referred to as "SIRSI"), and the Town of Fairfield on behalf of Fairfield Public Library, with offices at 1080 Old Post Road, Fairfield, CT 06430, (hereinafter referred to as "LIBRARY" or "the LIBRARY"), to establish the terms and conditions for provision of an automated Library System including software, hardware and services.

1 Interpretation-Definitions

1.1 "Agreement", "this Agreement", "herein", "hereof", "hereunder", and similar expressions refer to this Agreement and the SCHEDULES attached hereto and referred to within.

"Acceptance" means the LIBRARY accepts the Licensed Software and SIRSI provided Hardware in accordance with Clause 11 "Acceptance Test".

"Associated Documentation" means all standard materials (including manuals, programming aids, software related training materials and other relevant materials and documentation) provided by SIRSI and available for the Licensed Software and SIRSI provided Hardware.

"Contract Documents" means the documents referred to in Clause 3.1.

"Data Conversion" means:

- a. analyzing data and data structures provided in machine independent format, as described in the "Unicorn Record Formatting Guide", to determine how data can be transferred into the appropriate Unicorn data loading format;
- b. writing, testing and running the conversion programs that will transform the machine independent data format into appropriate Unicorn Specified Data Format;
- c. providing quality control services to the resulting data conversion to verify that data converted properly into Unicorn Specified Data Format; and
- d. identifying errors that occurred and reporting results.

"Delivery" means the deposit by SIRSI or its shippers of the Licensed Software and SIRSI provided Hardware at the Site.

"Designated Equipment" means the computer, comprised of its central processing unit (CPU), and its major peripherals listed in SCHEDULE "C - Designated Equipment" and includes both the equipment provided by SIRSI and identified as such in SCHEDULE "C - Designated Equipment" (referenced herein as "SIRSI provided Hardware"), and equipment provided by LIBRARY, if any, and identified as such in SCHEDULE "C-Designated Equipment", but excluding networking equipment and communication lines and computer equipment at the other end of such lines; and the usual and necessary operating system software provided with the equipment by its manufacturer or purchased by the LIBRARY.

"Installation Date" means the date on which the initial Library System is installed at the Site and the initial on-site training is complete.

"License" means the License set forth in Clause 8 "License", granted by SIRSI to the LIBRARY for the use of the Licensed Software.

"License Fee" means the fee payable by the LIBRARY to SIRSI as specified in SCHEDULE "D - Payment Schedule & Summary of Costs" for use of the Licensed Software.

"Licensed Software" or "Software" means any software, provided by SIRSI under the terms of this Agreement consisting of a set of instructions or statements in machine readable medium, including software

related training materials, Associated Documentation and any addition, supplement, enhancement, modification or new release.

"Nonconformities", and/or "Error" means any function that is performed incorrectly or inconsistently by the Licensed Software which is not performing in substantial accordance with the specifications in the Contract Documents and which results in incorrect data or failure of the System to provide the correct response.

"Professional Services" means the services as may be specified in SCHEDULE "B – Professional Services" and performed by SIRSI personnel to provide the LIBRARY with training and project management services during implementation.

"System" and "Library System" means the total complement of the server and client Licensed Software and the Designated Equipment provided under the terms and conditions of this Agreement which operates as an integrated group.

"Site" means the location designated in SCHEDULE "E – Installation Timetable, Site and Manner of Installation" for Delivery of the System.

"Unicorn Specified Data Format" means machine-readable records in MARC, COSATI, or SIRSI defined ASCII format as defined in the Unicorn Record Formatting Guide, which are to be supplied on 4mm or 8mm tape. If MARC records contain item holdings information, the input format for the holdings must conform to the SIRSI standard

1.2 Words importing a gender include any other gender.

1.3 A reference to a SCHEDULE is a reference to a SCHEDULE in this Agreement. A reference to a clause is a reference to a clause in this Agreement.

1.4 Words importing the singular include the plural and vice-versa.

1.5 Headings and titles used in this Agreement are for reference purposes only.

2 Scope of Agreement

2.1 SIRSI agrees to supply and install the Licensed Software as specified in the Contract Documents and listed in SCHEDULE "A – Licensed Software (including its Associated Documentation)", and to grant the LIBRARY a non-transferable, non-exclusive License, in accordance with the terms and conditions of Clause 8 "License", of this Agreement, to use the Software on the Designated Equipment. SIRSI agrees to supply the SIRSI provided Hardware, listed in Schedule "C-Designated Equipment", and install those components of SIRSI provided Hardware as indicated in SCHEDULE "B – Professional Services and Other Services".

3 Contract Documents

3.1 The Contract Documents are:

3.1.1 The requirement specifications set forth in the LIBRARY's Request for Proposal ("the RFP");

3.1.2 SIRSI's proposal in response to the RFP ("the Proposal"); and

3.1.3 This Agreement including the attached SCHEDULES.

Each of these documents is incorporated herein by reference and shall constitute a part of this Agreement. In the event of any conflict, in the specifications or obligations created by these documents, the governing

precedence of understandings and modifications (i.e., exceptions, clarifications, additions or deletions) shall be determined in the following order of priority:

1. This Agreement
2. The Proposal
3. The RFP

There shall be no binding oral commitments.

4. Duration of Agreement

4.1 This Agreement commences on the date of execution by the Parties and will (with the exception of the date processing functions warranted under Clause 16.2 "Year 2000 Warranty") continue until expiration of the Software Warranty Period and Hardware Warranty Period, and payment in full of all fees and charges unless, if appropriate, terminated earlier by either Party pursuant to Clause 18 "Termination for Cause" of this Agreement.

4.2 The following Clauses;

- 1 "Interpretation-Definitions"
- 6 "Documentation"
- 8 "License",
- 14 "Confidentiality",
- 15 "Intellectual Property Rights",
- 18 "Termination for Cause"
- 19 "Exclusive Remedies and Limitations of Liability",
- 20 "Ownership of Data",
- 26 "Publicity", and
- 27 "Governing Law"

shall survive expiration or termination of this Agreement and will remain in effect for so long as LIBRARY retains possession of the Software, its Associated Documentation and training materials, and/or either Party has confidential materials obtained from the other Party under this Agreement.

5. Designated Equipment

5.1 The LIBRARY may use the Software only on the Designated Equipment listed on SCHEDULE "C – Designated Equipment". SIRSI will provide compatible code that will compile and run on the Designated Equipment when configured to SIRSI's specifications.

5.2 SIRSI shall provide the LIBRARY a pre-installation guide, which contains cable specifications and environmental requirements for Designated Equipment and parameter options required for the Software.

5.3 Title and ownership to SIRSI provided Hardware shall pass to LIBRARY upon receipt by SIRSI of all payments due under this Agreement.

6. Documentation

6.1 SIRSI, at no additional cost, will supply the LIBRARY one copy of the Associated Documentation for each System licensed by the LIBRARY.

6.2 The LIBRARY may photocopy or otherwise reproduce SIRSI developed Associated Documentation and training materials for LIBRARY's internal uses only. The LIBRARY agrees that all included SIRSI markings and statements of confidentiality and copyright shall be included on each copy. The LIBRARY acknowledges and agrees that any third party documentation, including but not limited to Software and

SIRSI provided Hardware documentation, supplied by SIRSI, which is marked with such third parties confidential and/or copyrighted materials, shall not be copied or reproduced in any manner.

- 6.3 The LIBRARY agrees that all training and procedural materials provided by SIRSI in conjunction with the SIRSI provided Hardware and Software shall remain the property of SIRSI or their relevant third party provider.

7. License Fee, Taxes and Other Payments

- 7.1 SIRSI will submit invoices for Software, SIRSI provided Hardware, Professional Services and other services. The LIBRARY shall make payments in accordance with payments and corresponding milestones as detailed in SCHEDULE "D- Payment Schedule & Summary of Costs". Payments shall be submitted to SIRSI within 30 days from receipt of an invoice.
- 7.2 The LIBRARY shall pay any and all State and Local taxes with respect to the acquisition of the Software or any part thereof, if such taxes are or become applicable, and agrees to indemnify SIRSI with respect to any liability or expense incurred by SIRSI with respect thereof. The LIBRARY will provide SIRSI a copy of the LIBRARY's tax exempt certificate, if applicable, upon execution of this Agreement.

8 License

- 8.1 The LIBRARY acknowledges and agrees that, subject to the terms and conditions of this Clause 8 "License", SIRSI hereby grants to the LIBRARY and, the LIBRARY hereby accepts a non-transferable, non-exclusive License ("License"), under trade secrets and applicable USA copyrights, to use SIRSI provided Software on the Designated Equipment. All Software will be provided by SIRSI to the LIBRARY in machine-readable object code only. The LIBRARY acknowledges that by virtue of this License, the LIBRARY acquires only the right to use the original and permitted duplicate copies of the Software and does not acquire any rights of ownership in the Software and Associated Documentation. Ownership, title and all proprietary rights shall at all times remain with SIRSI or their relevant third party provider.
- 8.2 This License shall remain in force until the LIBRARY ceases use of the Software and returns to SIRSI or destroys all copies (including Software related Associated Documentation) of Software or until the LIBRARY's rights are otherwise terminated for cause as provided in Clause 18 "Termination for Cause" of this Agreement.
- 8.3 The LIBRARY may use the Licensed Software and related materials only on the server for which licenses has been purchased and only to process the LIBRARY's own work. The Licensed Software or related materials may not be used as a part of a commercial time-sharing or service bureau or in any other resale capacity. The LIBRARY may extend online inquiry access of the Licensed Software to users and other libraries and third party entities without restriction.
- 8.4 In no circumstance shall the LIBRARY make available simultaneously, more than one instance of the application server Software, or more than the licensed number of concurrent users of the client Software to its staff or to the public, for production use.
- 8.5 The LIBRARY shall not reverse assemble, reverse compile, or modify the Software.
- 8.6 The LIBRARY may make one copy of the Software for the System, for back-up and archival purposes only. All such copies are subject to these licensing terms. No other copies of all or any part of the Software may be made without SIRSI's prior written consent.
- 8.7 The Licensed Software may be used on equipment other than the Designated Equipment if the Designated Equipment is temporarily inoperable. The Licensed Software shall not be run on more than one hardware platform at a time.

- 8.8 The LIBRARY may use the Licensed Software on equipment which replaces or upgrades the Designated Equipment if the Software can be operated without modification.
- 8.9 The LIBRARY shall not transfer, sub-license or assign, in whole or in part, the Software or any rights therein granted under the terms of this License.
- 8.10 This Clause 8 "License" establishes the sole understandings between the Parties regarding the licensing of Software. In the event of any conflict between the terms and conditions of this Clause 8 "License", and any other part of this Agreement (including documents referenced in this Agreement), that may effect interpretation of the understandings expressed in this Clause, this Clause shall control as if it was the singular expression of licensed rights.

9 Delivery

- 9.1 SIRSI shall deliver the Licensed Software and SIRSI provided Hardware to the LIBRARY Site's receiving facility no later than the date agreed in SCHEDULE "E- Installation Timetable, Site and Manner of Installation", during the LIBRARY's normal business hours.

10 Installation

- 10.1 SIRSI shall install the Software and SIRSI provided Hardware, as specified in SCHEDULE "B – Professional Services and Other Services", in accordance with the mutually agreed Installation Timetable and in the manner specified in SCHEDULE "E- Installation Timetable, Site and Manner of Installation". All shipping and insurance of the Software and SIRSI provided Hardware or any part thereof to the Site's receiving point, shall be the responsibility of SIRSI, F.O.B. destination.
- 10.2 The LIBRARY may, thirty or more days prior to the Installation Date, postpone the Installation Date of the Software and SIRSI provided Hardware by serving SIRSI written notice to such effect. In such event, a new date will be established by the mutual agreement of the Parties.
- 10.3 If the Installation Date is delayed at the LIBRARY's request, more than thirty (30) days from the originally scheduled Installation Date, payment shall be due at the times originally agreed as if the delay had not occurred (i.e., 30 days after initial training was scheduled to occur).
- 10.4 It is agreed that SIRSI shall provide the following dataloading Services in accordance with SCHEDULE "G- Data Load Services Detail":
- 10.4.1 analyzing data received in Unicorn Specified Data Format for specification compliance, identifying errors and reporting results for return to the data conversion provider for correction;
 - 10.4.2 determining appropriate loading parameters based on information provided by the LIBRARY;
 - 10.4.3 executing the SIRSI data loading programs to load the LIBRARY supplied data into the database and using the loading parameters to build browsing and keyword indexes; and
 - 10.4.4 verifying and reporting the resulting data load.

The LIBRARY will provide machine-readable records in Unicorn Specified Data Format:

- 10.5 If the LIBRARY contracts with SIRSI to provide Data Conversion Services from another automation vendor into Unicorn Specified Data Formats, the LIBRARY will provide sample data files and record layouts of all records to be migrated. The data from the on-line LIBRARY system files should be extracted from the

system databases in machine independent ASCII fixed length fields and placed into a corresponding sequential file of ASCII fixed length data records. A quotation based on SIRSI's standard rates will be provided to the LIBRARY after analysis of the data. The LIBRARY may contract with SIRSI to provide the Data Conversion Services or may utilize alternate sources at the LIBRARY's sole discretion.

- 10.6 SIRSI shall specify parameters and assist and work with the LIBRARY for database preparation and loading, and the choice of options for functions and capabilities of the Software and its applications and modules.
- 10.7 Prior to delivery and installation of the SIRSI provided Hardware, the LIBRARY at their own expense will prepare the Site, including but not limited to, providing adequate electrical power for the operation of the SIRSI provided Hardware. The LIBRARY will purchase and install all cabling, except as specifically set forth in SCHEDULE "C - Designated Equipment".

11 Acceptance Test

- 11.1 The LIBRARY shall have thirty (30) days from the Installation Date ("Test Period") to test the Software on the Designated Equipment to confirm the Software and SIRSI provided Hardware functions in substantial accordance with the specifications set forth in the Contract Documents. LIBRARY shall either notify SIRSI in writing that acceptance ("Acceptance") has occurred, or, that the Software has not been accepted, detailing the particular functions that are not in conformance with the Contract Documents. Upon such notification of any Nonconformities SIRSI, within sixty (60) days, shall demonstrate that the Software does properly function or shall correct such Nonconformities at its own expense and notify the LIBRARY when such corrections are complete. Upon installation of such corrected Software, the terms of this Clause 11.1 shall govern the retest. If the LIBRARY fails to notify SIRSI of either Acceptance or of any Nonconformities with the specifications within the, initial or if appropriate the subsequent, thirty (30) day Test Period, the Parties agree that Acceptance shall, for all purposes of this Agreement, be considered to have been successfully accomplished.
- 11.2 The LIBRARY may terminate this Agreement by serving SIRSI written notice to that effect, if after the initial and subsequent Acceptance tests as described in 11.1 above, SIRSI is not able to correct the Nonconformities. If such termination occurs, SIRSI, as its sole liability, shall refund payments received under this Agreement for the Software, Professional Services and SIRSI provided Hardware within thirty (30) days after the LIBRARY has relinquished the licensed rights granted in this Agreement by returning the Software and Associated Documentation.

12 Training

- 12.1 SIRSI will provide training for operation and use of the Software by the LIBRARY's personnel as set out in SCHEDULE "F- Training" at the mutually agreed upon times for the cost specified in SCHEDULE "D- Payment Schedule & Summary of Costs". Each class may contain up to ten trainees. The LIBRARY may purchase additional training at SIRSI's standard rates, subject to mutual agreement as to scheduling.

13 Insurance

- 13.1 During such time as SIRSI has personnel or agents on the LIBRARY's physical premises SIRSI will maintain in full force and effect the following insurance coverage:
 - A. Worker's Compensation;
Full Worker's Compensation in compliance with applicable state statutes
 - B. General Liability Insurance;
SIRSI shall provide a policy of no less than one million dollars Single Limit per occurrence to include;
General Liability Insurance,
Personal Injury Liability.

- 13.2 SIRSI will provide a certificate of insurance within thirty (30) days of receipt of a written request from the LIBRARY.

14 Confidentiality

- 14.1 Each Party shall treat as confidential, information which is identified as confidential or which under the circumstances surrounding disclosure should be considered confidential and which comes into its possession pursuant to or as a result of or in the performance of this Agreement. Such information may relate to the business, sales, marketing or technical operations of either Party or the clientele of either Party or otherwise. These confidentiality requirements shall not apply if: at the time of disclosure by the receiving party the information is then in the public domain; the information is known to the receiving Party prior to, or is developed independently from, obtaining the same from the disclosing party; or, the information is obtained by the receiving Party from a third party whom the receiving Party reasonably believes has no obligation of confidentiality with respect thereto.

Neither Party shall, without the written permission of the other, disclose such confidential information to a third party.

- 14.3 The LIBRARY recognizes and agrees that all Software and upgrades of Software and Associated Documentation which are provided to the LIBRARY:

- 14.3.1 are considered by SIRSI to be trade secrets;
- 14.3.2 are furnished by SIRSI to the LIBRARY in confidence; and
- 14.3.3 contain proprietary and confidential information.

The LIBRARY agrees to hold all such Software and upgrades, additions and enhancements to the Software and Associated Documentation in confidence, at least to the same extent that it protects its own similar confidential information and to take all reasonable precautions to safeguard the confidentiality of such information. No portion of any update or enhancement to the Software or Associated Documentation may be disclosed, furnished, transferred or otherwise made available by the LIBRARY to any person except to those of its employees or agents who need to use such information in accordance with this Agreement.

- 14.4 The Parties acknowledge that either Party's breach of this Clause 14 would cause the other Party irreparable injury for which it would not have an adequate remedy at law. In the event of a breach, the non-breaching Party shall be entitled to injunctive relief in addition to other remedies it may have at law or in equity.

15 Intellectual Property Rights

- 15.1 SIRSI warrants that the Software does not infringe any USA patent, registered copyright or registered trademark, that it has the full right to deliver to the LIBRARY the Software and, that the LIBRARY shall subject to Clause 8 "License" have License and good right to use the Software free from any lien, claims, charges (other than those set forth in SCHEDULE "D- Payment Schedule & Summary of Costs") or encumbrances.

- 15.2 SIRSI shall pay all copyright, patent or other royalties, if any, in respect of use of any software forming part of the Software, which is owned by a third, party.

- 15.3 If the use of the Software provided by SIRSI is alleged to violate any patent, registered copyright, trade secret or registered trademark, SIRSI shall provide and control defense by counsel of it's own choice and LIBRARY shall cooperate with said counsel. SIRSI shall at its own expense, indemnify and hold harmless the LIBRARY from and against any claim, loss, expense or judgement finally adjudicated to be owed by the LIBRARY provided the LIBRARY:

- 15.3.1 promptly gives SIRSI written notice of any claim known to the LIBRARY;
- 15.3.2 provides all reasonable assistance to defend against the claim;
- 15.3.3 has not breached any provision of this Agreement;

15.3.4 has not modified the Software.

15.4 SIRSI shall have no obligation to defend the LIBRARY or to pay costs, damages or attorney's fees for any claim based upon:

15.4.1 use of other than a current unaltered release of the Software if such an infringement would have been avoided by the use of a current unaltered release of the Software; or

15.4.2 the combination, operation or use of the Licensed Software with software or data not provided under this Agreement.

15.5 Without limiting the generality of Clauses 15.1 through 15.4, if it is determined by any independent tribunal or court of fact or law or if it is agreed between the Parties to the dispute that an infringement of the Software by itself and used in accordance with this Agreement, infringes any USA patent, registered copyright, trade secret or registered trademark, SIRSI shall at its own expense:

15.5.1 modify or replace the Software so that such infringement, is removed; or

15.5.2 procure for the LIBRARY the right to continue enjoying the benefit of this Agreement; or

15.5.3 if the solutions in this Clause 15.5.1 or 15.5.2 cannot be achieved or are not practical, then SIRSI may discontinue and terminate the License upon written notice to the LIBRARY, and shall refund to the LIBRARY the unamortized portion of the License Fee, based upon five year straight-line depreciation, such depreciation to commence on the Acceptance of the Software.

16 Warranties

16.1 Software Performance Warranty

16.1.1 SIRSI warrants that the Software shall perform in accordance with the Contract Documents. SIRSI will provide to the LIBRARY any amendments or alterations to the Software that may be required to correct Errors present at the time of delivery of the Software and which significantly affect performance. This warranty is contingent upon the LIBRARY advising SIRSI of such Errors, in accordance with SIRSI'S prescribed reporting procedures.

16.1.2 This Warranty shall commence upon the Installation Date of the Software and shall continue for a period of twelve (12) months (the "Software Warranty Period").

16.2 Year 2000 Warranty

16.2.1 Without limiting its other warranties under this Agreement or otherwise, provided the operating system supplied by the equipment manufacturer supports the Year 2000, SIRSI warrants that from installation of the Software until March 31, 2000 (the "Year 2000 Warranty Period") that:

16.2.1.1 the Software will provide full functionality and operate without adverse effect with respect to each of the following dates ("the Critical Dates"): 9 September 1999, 31 December 1999, 1 January 2000 and with respect to dates after 1 January 2000;

16.2.1.2 the Software has specifically been designed and programmed to ensure that the Software will provide full functionality and operate without adverse effect with respect to each of the Critical Dates;

16.2.1.3 the Software has been specifically and comprehensively tested to ensure it will provide full functionality and operate without adverse effect with respect to each of the Critical Dates;

16.2.1.4 SIRSI shall ensure that all modifications or additions to the Software it provides to the LIBRARY (including upgrades and new releases) comply with the warranties in Clauses 16.2.1.1 through 16.2.1.3.

16.2.2 The LIBRARY shall ensure that all modifications or additions to the operating system supplied by the equipment manufacturer (including upgrades and new releases) provide for support for the Year 2000. In addition, LIBRARY shall ensure that all software not provided by SIRSI which exchanges data or information with the SIRSI provided Software will utilize date capturing, processing and transfer formats, protocols and methodologies compatible with SIRSI's.

16.3 SIRSI's provision of Warranty services described in ^{this clause 16 will} ~~this Clause~~ shall be provided during SIRSI normal business hours of operation for the duration of the Software Warranty Period. SIRSI may provide Software releases which contain corrections of the Errors discovered during the Warranty. *sgw*

16.4 The above Software Performance Warranty and Year ^{2000 Warranty are} ~~2000~~ are contingent upon proper use of the Software and shall not apply if the LIBRARY:

16.4.1 modifies the Software, or

16.4.2 deviates from the Software operating procedures described in the Associated Documentation, or

16.4.3 violates any of the License or Confidentiality provisions hereunder, or

16.4.4 has connected equipment or is operating software, not furnished by SIRSI and, which adversely affects the performance of the Software, or

16.4.5 refuses or fails to install or load Software corrections or releases provided by SIRSI to correct an Error.

16.5 During the Software Warranty Period and the Year ^{2000 Warranty Period} ~~2000~~ Period (for Year 2000 date processing Errors), the LIBRARY shall have the right, as its sole remedy, to return any of the Software modules for a refund of the License Fees paid for the defective software module if SIRSI is unable to correct any Errors which significantly affect performance. *sgw*

16.6 The LIBRARY agrees to reimburse SIRSI on a time-^{and-material basis} ~~and basis~~ for any warranty claim(s) under this Clause 16 which, upon investigation, is determined not due to Nonconformities of the Software. *sgw*

16.7 THIS CLAUSE 16 "WARRANTIES" REPRESENTS ^{SIRSI'S ENTIRE} ~~SIRSI'S~~ OBLIGATION FOR WARRANTING THE SOFTWARE AND RELATED DELIVERABLES AND SIRSI DISCLAIMS, TO THE EXTENT PERMITTED BY LAW IN THE APPROPRIATE JURISDICTION, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE. *sgw*

17. Hardware Warranty

17.1 The SIRSI provided Hardware listed in SCHEDULE "C - Designated Equipment" is warranted against defects in workmanship and materials, under normal use and service for a period of one (1) year (the "Hardware Warranty Period") from the Installation Date.

17.2 The above hardware warranty is contingent upon proper use of the SIRSI provided Hardware by competent personnel in the application for which the SIRSI provided Hardware was intended and is not applicable to SIRSI provided Hardware which has been modified without SIRSI's approval, or which has been subjected to unusual physical or electrical stress, or on which the original identification marks have been removed or altered. Warranty for peripherals will be accomplished by return to a SIRSI designated depot for service. This Warranty will not apply if adjustment, repair, or parts replacement is required because of accident, neglect, misuse, failure of electrical power, air conditioning, humidity, control, transportation, the

maintenance or installation of repair or replacement parts by anyone other than SIRSI designated technicians or causes other than ordinary use.

17.3 THIS CLAUSE 17 "HARDWARE WARRANTY" REPRESENTS SIRSI'S ENTIRE OBLIGATION FOR WARRANTING THE SIRSI PROVIDED HARDWARE AND RELATED DELIVERABLES AND SIRSI DISCLAIMS, TO THE EXTENT PERMITTED BY LAW IN THE APPROPRIATE JURISDICTION, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE.

18 Termination for Cause

18.1. The LIBRARY may terminate this Agreement for cause if:

18.1.1 SIRSI fails to fulfill its obligations to deliver the SIRSI provided Hardware or deliver and install the Software, or

18.1.2 the Software or SIRSI provided Hardware, when installed, does not obtain Acceptance, as set forth in Clause 11 "Acceptance Test"; or

18.1.3 SIRSI is in material default of any covenant, representation, and/or warranty provided herein.

18.1.4 Upon the occurrence of any of the events of this Clause 18.1, the LIBRARY may upon 30 days notice to SIRSI specifying SIRSI's default, terminate this Agreement, if SIRSI has not remedied such default within the said 30 day period.

18.2 SIRSI may terminate this Agreement for Cause upon serving notice if the LIBRARY:

18.2.1 fails to pay any sum payable to SIRSI by the due date specified in SCHEDULE "D – Payment Schedule & Summary of Costs" and fails to make the payment within 30 days of receiving written notice from SIRSI requiring the payment, or

18.2.2 violates any provision of the License as set forth in Clause 8 "License" herein or any provision of confidentiality as set forth in Clause 14 "Confidentiality" herein or is in material default of any other covenant representation and/or warranty provided herein.

18.3 The LIBRARY agrees that they will either, within five (5) business days of the termination of this Agreement (howsoever occasioned), discontinue the use of all Software and related materials, and return all copies to SIRSI, or if so requested by SIRSI, destroy, the original and all copies of the Software (including its Associated Documentation) and confirm such to SIRSI in writing within 30 calendar days.

18.4 Termination of this Agreement shall not relieve either Party of any payment or other obligations under this Agreement, including without limitation the Parties' respective obligations to protect Confidential Information and the LIBRARY's obligations under Clause 18.3 of this Agreement.

19 Exclusive Remedies and Limitations of Liability

19.1 The entire liability of SIRSI and its affiliates and subcontractors, (and the Directors, Officers, Employees, Agents, Representatives, Subcontractors and Suppliers of all of them) and the Libraries exclusive remedies for any product defect or failure, or arising from the performance or non performance of any work or service, regardless of the form or action, whether in contract, tort, including negligence, strict liability or otherwise, shall be:

19.1.1 for infringement, the remedies stated in Clause 15 "Intellectual Property Rights",

19.1.2 for damages to real or tangible personal property or bodily injury or death to any person for which SIRSI's sole negligence was the proximate cause, the LIBRARY's sole remedy shall be the right to proven damages to property or person.

19.2 For claims other than set forth above, SIRSI's liability shall be limited to the amount paid to SIRSI.

19.3 No claim, regardless of form arising out of this Agreement may be brought by LIBRARY more than the greater of two years or the minimum period allowed by law after the cause of action has occurred.

19.4 NEITHER SIRSI NOR THE LIBRARY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL, LOSS OR DAMAGE, HOWEVER CAUSED, EVEN IF THEY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

20 Ownership of Data

20.1 SIRSI disclaims ownership of all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into the database of the LIBRARY or supplied to SIRSI by the LIBRARY. SIRSI shall not without the LIBRARY's written consent, copy or use such records except to carry out the contracted work, will not transfer such records to any other party not involved in the performance of this Agreement, and will return submitted records to the LIBRARY upon completion of the work hereunder.

21 Maintenance

21.1 Software Services

21.1.1 LIBRARY may obtain upon request, continuing services for corrective maintenance of the Software, after expiration of the Software Warranty Period, by a separately executed, then current SIRSI maintenance agreement which can be provided upon request.

21.1.2 SIRSI will provide the LIBRARY with one copy of such additional Associated Documentation or revisions of existing Associated Documentation as are developed in relation to the Software while the LIBRARY has a software maintenance agreement in effect with SIRSI. Where such documentation is furnished without charge by SIRSI to other licensees under the same version SIRSI maintenance agreement as in place with the LIBRARY, it shall be furnished without charge to the LIBRARY. Where it is not made available without charge to other licensees, SIRSI shall offer it to the LIBRARY at its then standard rates.

21.1.3 SIRSI will, upon request, under a then current SIRSI software service agreement, provide the LIBRARY any and all new releases of the Software as such new releases become generally available to other SIRSI customers who are under such current software service agreement. When such release is requested:

21.1.3.1 SIRSI will deliver and assist the LIBRARY in installing the new release at no additional charge to the LIBRARY;

21.1.3.2 The new release shall be considered Software and governed by the license terms set forth in Clause 8 "License" of this Agreement.

21.2 Hardware Maintenance

21.2.1 LIBRARY may obtain upon request continuing services for maintenance of the SIRSI provided Hardware, after expiration of the Hardware Warranty Period, by a separately executed, then current, Hardware Depot Maintenance Agreement or the SIRSI provided Hardware manufacturer's

maintenance agreement for that purpose. SIRSI's current maintenance agreements can be provided upon request.

21.2.2 Maintenance for peripherals will be accomplished by return to a SIRSI designated depot for service.

21.2.3 SIRSI is not responsible for maintenance services if adjustment, repair, or parts replacement is required because of accident, neglect, misuse, failure of electrical power, air conditioning, humidity, control, transportation, the maintenance or installation of repair or replacement parts by anyone other than SIRSI designated technicians or causes other than ordinary use.

22 No Waiver

22.1 No waiver of any breach of any term or condition of this Agreement by either Party shall be construed to waive any subsequent breach of the same or any other condition of this Agreement.

23 Force Majeure

23.1 The Parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control. This includes, but is not limited to, compliance with any Government law or regulation, acts of God, fires, strikes, lockouts, national disasters, wars, riots, transportation problems, and/or other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

24 Assignment

24.1 Neither Party may assign or otherwise transfer this Agreement (except as set forth in 24.2), by operation of law or otherwise, without the prior written consent of the other Party.

24.2 SIRSI may assign this Agreement and its rights and obligations hereunder, without the approval of the LIBRARY, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity.

25 Publicity

25.1 SIRSI agrees to submit to the LIBRARY all press release, advertising, sales promotion, and other publicity matters related to any product furnished by SIRSI to the LIBRARY wherein the LIBRARY's name is mentioned, excluding the SIRSI customer list and newsletter. SIRSI shall not publish nor knowingly permit to be published any such material without the prior written consent of the LIBRARY.

26 Severability

26.1 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

27 Governing Law

27.1 The laws of the LIBRARY's State shall be used to interpret this Agreement. In case of a dispute, the Parties shall, where reasonably practicable, seek mutual agreement to submit to mediation.

28 Nondiscrimination

28.1 Neither SIRSI, nor any officer, agent, employee, or subcontractor of SIRSI shall discriminate in the treatment or employment of an individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical handicap, either directly, indirectly or through contractual or other arrangements.

29 Agreement Extension and Modification Clause

29.1 This Agreement may be modified or extended in accordance with the following procedures. In the event that the Parties to this Agreement agree that such changes are of a minor and nonmaterial nature, such changes may be effected by a written statement which describes the situation and is signed by authorized representatives of both Parties. In the event that the changes are determined by either or both Parties to this Agreement to be of a major or complex nature, then the changes shall be by formal amendment of this Agreement signed by the Parties and made a permanent part of this Agreement.

30 Entirety of Agreement

30.1 Any additional or different terms which may be contained in any document furnished to SIRSI by the LIBRARY are hereby objected to and rejected, and SIRSI's entering into this Agreement with the LIBRARY shall not be deemed an acceptance of any such additional or different terms. This Agreement, including its referenced documents and SCHEDULES (A through H), is the complete expression of the Parties' agreement and supersedes all prior negotiations and agreements.

31 Notices

31.1 Notices under this Agreement may be delivered by hand or by certified mail, return receipt requested, to the addresses specified in SCHEDULE "H- Address for Notices".

31.2 Notice will be deemed given:

31.2.1 in the case of hand Delivery, upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving Party;

31.2.2 in the case of posting, three days after dispatch;

31.2.3 in the case of facsimile, upon completion of transmission.

32 Non Collusion

32.1 SIRSI warrants that any proposal submitted to the LIBRARY has not been directly or indirectly induced or solicited in conjunction with any other proposer to put in a sham proposal or in any other way whatsoever in any manner sought to secure by collusion an advantage over any other proposer or proposal.

In witness whereof the Parties have executed this Agreement on the date last written below.

The LIBRARY

By: Twig Holland

Name: Twig Holland

Date: 29 June 2000

Title: Director of Purchasing

SIRSI Corporation

By: Stephen G. McCafferty

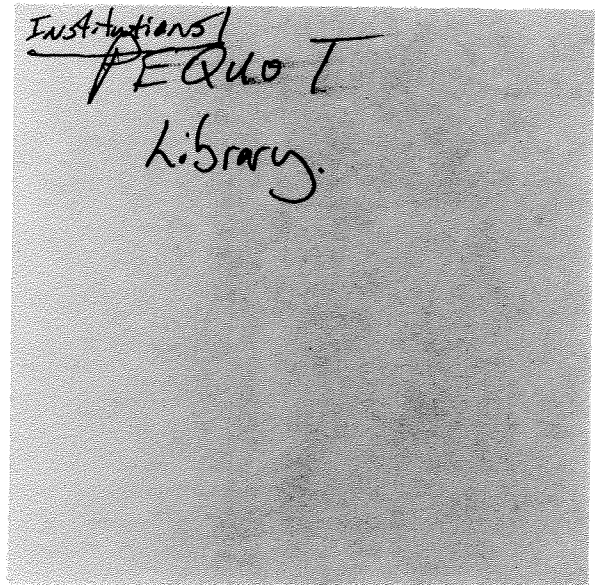
Name: Stephen G. McCafferty

Date: 7/11/00

Title: Contracts Manager

SCHEDULE A - Licensed Software (including Associated Documentation)

PART NUMBER	DESCRIPTION	FEES
U-OASI-F	UnicornOASIS Server Software Model F (200,000 to 349,999 Records)	\$128,731
	Bibliographic Control	
	Authority Control	
	Z39.50 Version 3 Server	
	Circulation Control	
	Materials Booking	
	OutREACH Services	
	Acquisitions and Fund Accounting	
	Serials Control and Checkin	
	Electronic Data Interchange (EDI)	
	WebCat Web-based OPAC (unlimited concurrent users within library and remote); includes; OPAC Manager, Request Desk, User Services, Information Gateway, and ReferenceLIBRARIAN (4) SmartPORT Z39.50 Copy Cataloging Clients	
U-AI	Additional Institutions: 1	\$5,000
U-AA	Branches: 1	\$1,500
U-WORKF-SW	Staff Users: 30	\$10,500
SUBTOTAL		\$145,731



SCHEDULE B - Professional Services and Other Services

Professional Services:

PART NUMBER	DESCRIPTION	FEES
S-PMGMT-F	Project Management	\$10,000
S-IMPLE-WK	Project Management - Implementation Consultation	\$6,125
	Prepare bibliographic data exported from existing system in MARC format, for estimated 300,000 records (includes item data exported in SIRSI, MARC, OCLC or other standard formats)	N/C (Note 1)
S-RL-M-BIB-F	Plus bibliographic data loading fee, per batch/source	\$6,000 (Note 1)
S-RL-ASCPR-F	Patron Records -ASCII Records Loading-SIRSI format	\$1,000 (Note 1)
	Convert circulation transactions (Charges/Bills/Holds) exported from existing system in documented ASCII Format, approx. 725,000 records @ \$0.02/record plus \$750 set up fee	\$15,250
S-RL-ASCCBH-F	Plus circulation transaction loading fee	\$3,900
	Package LC Authority Control Processing Price (subcontracted to LTI)	
	Machine Processing only, per bibliographic record processed	
	Includes data normalization, automatic heading validation and replacement (names and subjects) and generation of a file of authorized bibliographic records and matching LC authority records ready for loading to UnicornOASIS for approx. 350,000 records @ \$0.06/record	\$21,000
S-RL-M-AUTH-F	Plus authority record loading fee	\$6,000 (Note 1)
S-EDUOS-WK	2 Week(s) On-site Education (including expenses)	\$12,250
S-EDUHU-UAUN	2 Attendee(s) System Administration Class (3 days in Huntsville) plus travel & expenses	\$1,500
SUBTOTAL		\$83,025

Note 1: Assumes machine-readable records in MARC, COSATI, or SIRSI defined flat ASCII format. Records to be supplied to SIRSI on 1/4" cartridge, 4mm tape, 8mm tape, or 1600/6250bpi 9-track tape. If MARC records contain item holdings information, the input format for the holdings must conform to the standard format for holdings entry provided by the source utility (e.g. OCLC, Bibliofile, etc.).

If the Library wishes SIRSI to migrate data from another automation vendor into SIRSI's data formats, SIRSI will require sample data files and record layouts of all records to be migrated. The data from the on-line library system files should be extracted from the on-line system databases into machine independent ASCII fixed length fields and placed into a corresponding sequential file of ASCII fixed length data records. Prices will be quoted after receipt and analysis of the data.
SCHEDULE B - Professional Services and Other Services (CONTINUED)

Note 2: Project Management Team includes Project Coordinator, Database Specialist, System Engineer, and Trainer. This team is responsible for all Unicorn software setup, configuration assistance, policy generation, and networking consultation.

Note 3: On-site services includes expenses.

SCHEDULE C - Designated Equipment

Designated Equipment ("Hardware") to be provided by SIRSI:

PART NUMBER	DESCRIPTION	FEES
7025-F50	RS/6000 Model F50 Up to 200 Users and 500K Titles (2 233Mhz processors, 27.3GB disks, 1GB memory) 32X CD-ROM Drive 1.44 MB 3.5-inch Diskette Drive Integrated SCSI-2 Fast/Wide Adaptor (2) 10/100 mbps Ethernet Adaptor 3-channel Ultra2 SCSI RAID Adapter Base SCSI 6 Pack Kit SELCT 2-Way 604e3 233Mhz Processor 27.3 GB Ultra SCSI Hot Swap Hard Disk Drives (3 x 9.1) 9.1 GB Ultra SCSI disk Drive Select Select 256 MB (2 x 128) SDRAM DIMMS 256 MB (2x 128MB) SDRAM DIMMS (3) Async Terminal/Printer Cable 12 GB/24 GB 4mm Tape Drive InfoWindow II ASCII Display Station AIX 4.3 for 1-2 Users/CD-ROM Proc. Charge	\$37,662
UPSK-10VA-S36	1.0 KVA UPS	\$529
	Shipping & Installation	\$1,350
PTRK-SYSS-S12	System Printer	\$1,799
SUBTOTAL		\$41,340
Less discount		- \$3040
TOTAL		\$38,300

SCHEDULE D - Payment Schedule & Summary of Costs

The Payment Schedule is as follows:

45% of total system price when Agreement is signed.

50% of total system price upon completion of installation and initial on-Site training

5% of total system price thirty days after completion of installation and initial on-Site training

Summary of Costs

Total Unicorn Software	\$145,731
Total Professional Services	\$83,025
Total Host System Hardware	\$38,300
SUBTOTAL LIBRARY SYSTEM	\$267,056
LESS DISCOUNT	\$39,597
TOTAL LIBRARY SYSTEM	\$227,459

I	II
86,800	84,600
38,970	38,970
271,501	269,301
<hr/>	
227,459	
231,904	229,704

SCHEDULE E - Installation Timetable, Site and Manner of Installation

Preliminary Implementation Schedule for Fairfield Public Library – based on a “go live” date of April, 2001.

DATE	MILESTONE
Week 1-9	Customer completes site preparation
Week 1	SIRSI orders production server
Week 1-2	Library sends SIRSI all data to be loaded for initial install. (This data will be used for analysis and preparation. Final extract to will be sent later) Bibliographic data from this extract will be sent to LTI for authority control
Week 1-2	Sirsi on-site for pre-installation consultation
Week 1-2	Library completes and returns SIRSI Pre-Installation Guides
Week 3-4	SIRSI analyzes Customer’s data and reviews data loading specs
Week 4-6	SIRSI completes data loading prep
Week 7	SIRSI receives and configures hardware
Week 7	LTI sends authority data to SIRSI for load
Week 7	Customer sends to SIRSI final extract of bib and item data
Week 7	SIRSI installs software on library system
Week 8-9	SIRSI loads and indexes bibliographic data
Week 8-9	SIRSI pre-ship quality control for software and database
Week 10	SIRSI ships production server to customer
Week 11	Customer, SIRSI and IBM install server
Week 10-11	Customer sets up workstations in training area
Week 11	Customer works with SIRSI technical analyst to test workstations
Week 11-12	Customer reviews training plans/documentation with SIRSI trainer
Week 13	SIRSI provides first week of training
Week 14 -15	Customer reviews data, provides gap data for loading and makes any configuration changes. Goes “live” with Cataloging
Week 17	Customer provides final file of patron, circulation data.
Week 17	Customer goes on Standalone
Week 17	SIRSI loads patron and circulation data
Week 17	Customer goes “live”
TBD	Customer comes to Huntsville for training
TBD	SIRSI provides second week of training

A mutually agreed detailed implementation schedule and Installation Date will be further developed within ten days of all parties executing this Agreement. Such mutually agreed implementation schedule shall be referenced as Schedule E and become part of this Agreement.

SCHEDULE F - Training

Training/Education is provided in five day sessions.

All training is at the Library's Site, unless classes are provided at SIRSI's facilities as noted on Schedule B.

Charges noted in Schedule B, for on Site training includes travel and travel related expenses, unless otherwise noted on Schedule B.

Each on Site class provides hands on training for up to ten individuals.

SCHEDULE G - Data Load Services Detail

DESCRIPTION (Pricing on Schedule B, Other Services)

Bibliographic/Item Data

SIRSI will analyze and load the Bibliographic and Item data, according to specifications in the Unicorn Record Formatting Guide, provided by LIBRARY to SIRSI. LIBRARY will review data following the load.

Authority Data

SIRSI will analyze and load the Authority data, according to specifications in the Unicorn Record Formatting Guide, provided by LTI to SIRSI. LIBRARY will review data following the load.

Patron Data

SIRSI will analyze, convert, and load patron data, according to specifications in the Unicorn Record Formatting Guide, provided to SIRSI by LIBRARY. LIBRARY will review data following the load.

Circulation Transaction Data

SIRSI will analyze, convert, and load circulation transaction (charges, fines, holds) data, according to specifications in the Unicorn Record Formatting Guide, provided to SIRSI by LIBRARY. LIBRARY will review data following the load.

SCHEDULE H - Address for Notices

The Library:

Town of Fairfield, Fairfield Public Library

1080 Old Post Road

Fairfield, CT 06430

Attn: _____

Phone: _____

FAX: _____

SIRSI:

SIRSI Corporation

101 Washington Street SE

Huntsville, Alabama 35801

Attn: Contracts

Phone: (256) 704-7000

FAX: (256) 704-7007

MASTER CONSULTING AGREEMENT (MCA)

Prepared For:

Fairfield Public Library

This MCA corresponds to Statement of Work (SOW) #001 and future SOWs.



1 Mt Vernon Street, Winchester, MA
stirlingbrandworks.com | (781) 369-5154

MASTER CONSULTING AGREEMENT (MCA)

This Master Consulting Services (the “Agreement”) is made between Fairfield Public Library (“Client”) and Stirling, Inc. headquartered at 1 Mount Vernon Street, Winchester, Massachusetts 01890 (“Consultant”) effective on the date last signed below. Each of the Client and Consultant are sometimes referred to as a “Party” and collectively as the “Parties.”

1) STATEMENTS OF WORK

- A. Consultant shall perform the Services described and agreed to within a Statement of Work. All Statements of Work will be written in the form substantially similar to the attached initial Statement of Work. Statements of Work may specify work to be performed on a strictly hourly or daily fee basis, on a project basis with certain advance payments and payment for deliverables, on a project basis with progress or scheduled payments, or on an agreeable hybrid basis. Each Statement of Work shall, as applicable, set forth:
 - a. a description of the Services that Consultant is expected to provide, which description shall describe key deliverables if any (each, a “Deliverable”),
 - b. the start date, the expected term in hours, and the expected end date within which Consultant shall deliver Services related to the Statement of Work,
 - c. the criteria under which Client agrees to accept the Services or any identifiable Deliverable or other components of the Services (the “Acceptance Criteria”), including the time period for acceptance or rejection thereof (the “Acceptance Period”),
 - d. periodic progress payment schedule including hourly payment rates where applicable and payments on deliverables where applicable,
 - e. contact information for the Client’s manager for the project for which Services are provided,
 - f. contact information for Consultant’s invoicing,
 - g. contact information for Consultant personnel assigned to perform the Services, and
 - h. such further terms and information as the Parties determine are worthy of inclusion under the circumstances.

- B. All Statements of Work must be in writing signed by both Parties. All modifications of Statements of Work must be in writing, agreed to by both Parties, to be effective and enforceable.

- C. In the event that a term of agreement expressed within a Statement of Work conflicts with a term expressed in this Agreement, the term as expressed in the Statement of Work interpreted in its narrowest context supersedes the term as expressed in this Master Agreement exclusively as it applies to the Statement of Work in question without effect on this Agreement or any other Statement of Work.

2) DELIVERABLES AND ACCEPTANCE

The client shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable Acceptance Period to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If Client does not furnish a written notice to Consultant specifying that a Deliverable has failed to satisfy its Acceptance Criteria in all material respects prior to the end of the Acceptance Period, therefore, then Client will be deemed to have accepted such Deliverable. If any Deliverable fails to satisfy its Acceptance Criteria in any material respect, then Client will notify Consultant in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria and what modifications are necessary to make it conform thereto. Thereafter, Consultant shall use its diligent commercially reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by Client. If, after repeated attempts, Consultant is unable to remedy any non-conforming portion of any Deliverable, Client may terminate pursuant to Section 9 herein. If requested by the Consultant, the Client will promptly sign and deliver to the Consultant a mutually acceptable certificate evidencing such acceptance.

3) CERTAIN OBLIGATIONS OF CLIENT IN CONNECTION WITH SERVICES

- A. **Client Project Manager.** The Client Project Manager identified on a Statement of Work shall be responsible, in accordance with the applicable circumstances, for plainly and in advance of execution of the Statement of Work describing the criteria under which each deliverable or the project in entirety will be accepted, for accepting the deliverables and projects that reasonably fit the acceptance criteria, for reviewing and approving invoices and time records submitted by Consultant, for serving as a conduit of

information between Consultant and Client, and for providing answers to Consultant's questions and requests for information without delay.

- B. **Working Environment.** For any Services to be provided by Consultant at any of Client's sites, Client shall provide Consultant's personnel with (i) a reasonably suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation as is reasonably necessary to perform the Services, and Client will provide and maintain computer workstations for such personnel's use and assist such personnel in a timely manner by reasonably promptly correcting any hardware or software problems that would affect the performance of Services; and (iii) any other items set forth in each Statement of Work.

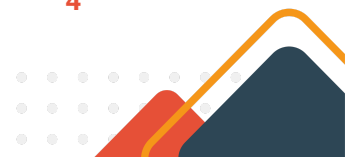
- C. **Client's Personnel Commitment.** In addition to the Client Project Manager, Client will ensure that all Client's personnel who may be reasonably necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Consultant's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as specifically outlined in the Statement of Work; (iii) participate in progress and other Service-related meetings; (iv) contribute to software and system testing; and (v) be available to assist Consultant with any other activities or tasks required to complete the Services as specifically indicated in the Statement of Work.

4) PAYMENT OF FEES AND EXPENSES

- A. Client shall pay Consultant for all Services on the schedule and at the rates and fees detailed on the applicable Statement of Work.

- B. For work performed on a by-the-hour basis, Consultant shall provide Client with a statement of the hours of Services delivered and a synopsis of the Services performed within that time frame. For project work described on the applicable Statement of Work in terms of specific deliverables, Consultant shall provide ongoing status as a part of the ongoing checkpoints via email and/or phone call.

- C. Consultant shall invoice Client on or about the first day of each month for services delivered in the preceding month. Consultant may, at its option,



invoice Client for expenses on an as-incurred basis or by inclusion with monthly Services billing. Expenses must be approved in advance by the Client.

- D. The client will pay the invoiced amount in full within thirty (30) days of the date of receipt by the Client of each invoice. The client will pay interest, at a rate equal to the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, on the amount shown on any invoice that is paid later than thirty (30) days after the date of receipt by Client of the invoice.
- E. Consultant shall deliver all invoices by email transmission where applicable to the Client Invoicing Contact identified on the applicable Statement of Work.
- F. Client shall promptly reimburse Consultant for the reasonable, fully-documented, and customary travel and other expenses incurred by Consultant pursuant to its delivery of any Services. The client may limit the Reimbursement of expenses per the applicable Statement of Work. Such limitations may be modified by a supplemental email agreement between the Parties. Client shall not deny allowance for reimbursement of any expenses Consultant incurs or would incur as a result of any Customer's expressed need for Consultant's presence at any Customer site.
- G. Any failure by Client to perform as required by this payment obligation provision is a material breach of this Agreement.

5) OWNERSHIP

- A. **Ownership of Deliverables.** Consultant agrees that upon acceptance pursuant to Section 2, the Deliverables shall be the sole property of, and all right, title, interest, and ownership thereof and to shall pass to and vest in, Client and shall be deemed works for hire as defined in the U.S. Copyright Act of 1975, as amended. The client shall be considered the author for copyright purposes and shall retain all rights under the Act. Notwithstanding anything to the contrary contained herein, ownership of Deliverables excludes Consultant Proprietary Intellectual Property, as defined below, and any third party software that is incorporated into the Deliverables, with respect to which Client is granted a perpetual, nonexclusive, royalty-free right and license (which license shall survive the termination of this Agreement). Consultant agrees to take, at Client's cost and expense, all actions requested by Client which are reasonably necessary to assure the conveyance to Client of all right, title, and interest in, to, and under any Deliverables, including copyright.

- B. **Residual Rights.** Notwithstanding the above, Client agrees that Consultant, its employees, and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any Services performed hereunder, subject to its obligations respecting Client's Confidential Information pursuant to Section 11.
- C. **Consultant Proprietary Intellectual Property.** The client acknowledges that as part of performing the Services, Consultant personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge, data, or other materials which have been originated or developed by the personnel of Consultant or its affiliates or by third parties under contract to Consultant to develop same, or which have been purchased by, or licensed to, Consultant (collectively, "Consultant Proprietary Intellectual Property"). Consultant Proprietary Intellectual Property includes, but is not limited to, any new or improved methodologies or tools developed by Consultant during the course of any project hereunder which are not explicitly included with Client Deliverables. Client agrees that Consultant Proprietary Intellectual Property is the sole property of Consultant (or its licensor) and that Consultant (or its licensor) will at all times retain sole and exclusive title to and ownership thereof (except as the same may be licensed by Consultant pursuant hereto). Except as expressly provided above, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license, or other interest in, to or under any Consultant Proprietary Intellectual Property (whether by estoppel, implication, or otherwise).

6) CERTAIN WARRANTIES OF THE CONSULTANT

- A. Consultant shall provide all Services in a timely, professional, and workmanlike manner, in accordance with industry standards.
- B. Consultant possesses workmanlike expertise in software application design, development, and project management. All Statements of Work under this Agreement contemplate the application exclusively of one or more of those areas of expertise by Consultant personnel.
- C. Consultant warrants that:
- a. it has the right to enter into this Agreement;

- b. providing the Services will not violate any agreements including, without limitation, non-competition and confidentiality agreements between Consultant and any third party;
 - c. it will not knowingly incorporate into any products, or utilize in performing the Services, any intellectual property owned by other parties that have not been licensed for such purpose;
 - d. it will not knowingly violate any applicable laws in relation to the Services, and
 - e. it shall maintain commercial general insurance against losses and damages resulting from the performance of the Services. No such insurance shall be changed or canceled during the period of performance hereof without prior notice to and written consent of the Client.
- D. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6, CONSULTANT DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

7) INDEMNIFICATION

- A. Consultant and Client (in such case, the “indemnifying party”) each agree to indemnify and hold harmless the other (in such case, the “indemnified party”) from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including reasonable attorneys’ fees) arising from or out of any breach by the indemnifying party of its obligations set forth herein.
- B. To receive the foregoing indemnities, the indemnified party must (a) promptly notify the indemnifying party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party’s expense, other than the value of employee time), provided, that, late notice shall only relieve the indemnifying party of its obligations to the extent that the failure to receive prompt notice prejudices its position; and (b) tender to the indemnifying party full authority to defend or settle the claim or suit. The indemnifying party may not settle such claim or suit without the consent of the indemnified party, for which consent shall not be unreasonably withheld or delayed. The

indemnified party has the right to participate at its own expense in the claim or suit and in selecting counsel therefore.

- C. The indemnification obligations of each party pursuant to this Section 7 and as limited by Section 8 shall constitute the sole and exclusive remedy of the Parties for any claims arising out of this Agreement.

8) LIMITATIONS ON LIABILITY

- A. Except with respect to a party's breach of Section 4 or 11, in no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.
- B. Except with respect to a breach of Section 11, in no event shall Consultant's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Client to Consultant for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by Client to Consultant under the applicable Statement of Work), whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 7d) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9) TERM AND TERMINATION

- A. The term of this Agreement will commence on the date first written above and will remain and continue in effect, unless sooner terminated, as provided hereunder.
- B. The client may terminate Consultant's Services (15) days after the Consultant's receipt of written notice from the Client.

- C. Either party may terminate this Agreement at any time in the event that the other Party shall have breached any material term of this Agreement and such breach remains uncured for thirty days after written notice is received by the breaching Party. For the avoidance of doubt, failure of Client to make timely payment pursuant to Section 4 hereof shall be deemed the breach of a material term of this Agreement.
- D. Upon termination, Consultant will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress).
- E. Sections 4, 5, 7, 8, 9, 10, 11, 12, 13, and 14 shall survive any termination of this Agreement. Completion of Services under any Statement of Work will not terminate this Agreement or excuse either Party from the full performance of its obligations under this Agreement.

10) TAXES

Each Party shall be solely responsible for the payment of its own taxes or governmental obligations that arise as a result of the relationship contemplated by this Agreement.

11) CONFIDENTIAL INFORMATION

As used herein, “Confidential Information” means all trade secrets of either Party and information that is furnished in any form or manner to a Party by the other Party that may reasonably have been understood, because of legends or other markings or because of the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the person disclosing such information. Each Party shall use at least the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind but in no event less than reasonable care. Neither Party shall disclose any Confidential Information of the other without prior written permission of that other Party. Each Party shall ensure that any employees or any third parties who receive access to the Confidential Information are prohibited from disclosing the Confidential Information and from using the Confidential Information for their benefit or the benefit of any third party.

This confidentiality restriction does not apply, and neither Party shall have any liability with respect to Confidential Information to the extent such information is

publicly available, was received from a third party in a manner such that a person could reasonably understand it to be non-confidential, or is compelled by legal, governmental or judicial authority to be disclosed.

12) NON-SOLICITATION OBLIGATIONS

During the term hereof and for a period of twenty-four (24) months thereafter, neither party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, any current or former employee, officer, or independent contractor of the other party who performed any work in connection with or related to the Services.

13) INDEPENDENT CONTRACTOR STATUS

The Consultant is an independent contractor and is not an agent, employee, or partner of the Client. The Consultant has no authority to act, to enter into any contract, or to incur any liability on behalf of the Client. The Consultant has no right to any benefits that Client grants its employees. Consultant shall perform all Services free of direction and control by Client or by Customers, applying its own independent skills and judgment, setting its own hours, and utilizing its own tools, materials, equipment, and resources except as such may be necessary to perform specific Services for Customers or as may reasonably be required by a Statement of Work. Consultant shall at all times be free to perform substantially similar services for other clients of Consultant and Client shall not interfere with Consultant's right to do so.

14) GENERAL TERMS

Nonexclusive Relationship. Nothing in this Agreement may be construed as to create an exclusive relationship between the Consultant and Client. Consultant may solicit and may perform similar services for other clients, including clients in substantially similar or competitive businesses to those engaged in by Client and Services and Deliverables of substantially the same nature of or competitive with those produced hereunder.

Delegation and Personnel Assignment. Consultant may not delegate its duties under this Agreement without the prior written consent of Client. The Consultant will use commercially reasonable efforts to ensure continuity of personnel for any personnel accepted by Client to perform the Services.

Excusable Delay. Consultant, or its subcontractors engaged to perform work hereunder, will be excused from delays in performing, or from a failure to perform,

hereunder to the extent that such delays or failures result from causes beyond Consultant's (or subcontractor's, as applicable), reasonable control. Without limiting the generality of the foregoing, Client acknowledges that Client's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by Client in completing tasks required of Client or in otherwise performing Client's obligations hereunder or under any Statement of Work and any assumption contained in a Statement of Work which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. The Client further acknowledges that such delays or failures may result in additional charges for the Services.

Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their successors and assigns.

Entire Agreement. This Agreement signed by both Parties constitutes a final written expression of all the terms of the agreement between the Parties and is a complete and exclusive statement of those terms. When taken together with a specific Statement of Work including its modifications and addenda, this Agreement and that Statement of Work, deemed incorporated herein, constitute a final written expression of all the terms of the agreement between the Parties as applicable to that Statement of Work and is a complete and exclusive statement of those terms. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by any warranty, representation, or statement (whether made by either of them or any other third party) other than those warranties, representations or statements expressly set out in this Agreement and any other documents incorporated into this Agreement (including all Statement of Works). A party is not liable to another party for a representation that is not set out in this Agreement and other documents incorporated into this Agreement.

No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

Governing Law. This Agreement and any dispute or non-contractual obligation arising out of or in connection with it will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to the principles of conflicts of law that would apply the substantive laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.



Amendment. This Agreement may be amended only in a writing signed by both Parties.

Waiver. No action or course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement unless such waiver is specified in writing. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms and conditions of this Agreement, or of the waived terms and conditions on any other occasion.

Severability. The invalidity, in whole or in part, of any term of this Agreement, does not affect the validity of the remainder of the Agreement.

Counterparts; Execution by Electronic Means. This Agreement and all Statements of Work and Modifications of Statements of Work are and shall be executed in duplicate. For each such writing, either signed copy shall be deemed an original once both copies are signed by both parties.

AGREED TO AND ACCEPTED BY:

Stirling, Inc.

Fairfield Public Library

Name

Name

Signature

Signature

Date

Date



SOW#001 WEBSITE DESIGN & DEVELOPMENT

Prepared For:

Fairfield Public Library



1 Mt Vernon Street, Winchester, MA
stirlingbrandworks.com | (781) 369-5154

STATEMENT OF WORK #001

Statement of Work pursuant to MASTER CONSULTING SERVICES AGREEMENT ("MCA") between Fairfield Public Library ("CLIENT") and Stirling, Inc.

PROJECT: Library Website Design & Development

In this statement of work (SOW) the objective of Stirling Brandworks is to build a new library website for the CLIENT that is modern, functional, and accessible.

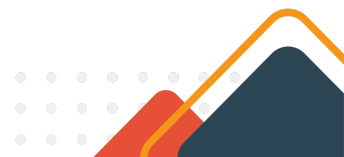
Stirling will need access to CLIENT internal staff. The CLIENT team needs no prior technical experience to work on implementation. Stirling, Inc. will guide and train on tasks that need to be fulfilled by the CLIENT team.

The roadmap below is an outline of the general direction Stirling will be guiding CLIENT on.

ACTIVITIES AND DELIVERABLES

- 1. Discovery Session.** Stirling will host a discovery kickoff meeting with the CLIENT project team to review branding guidelines and design inspiration and discuss best practices and project goals.
- 2. Information Architecture, Content Audit & Sitemap.** Stirling will review the existing website content structure to develop a streamlined, top-level sitemap to improve the overall navigation of the site, including goals for menus and content categories.
- 3. Collaborative UX/UI Design Phase.** Stirling will provide two (2) unique concepts for the new website's homepage, focusing on the library and its community based on findings from the project intake. The virtual prototype of the concept will be reviewed as a project team, supporting a deeper discussion around the user experience. The CLIENT will provide feedback during one (1) round of revisions to one (1) selected concept. Revised mockups based on initial feedback will be provided for approval. Once the CLIENT has approved the design, Stirling will proceed to site implementation.

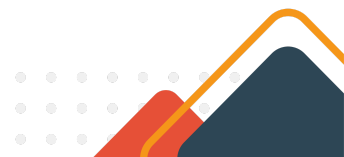
- 4. Staging Environment Setup.** Stirling to provision a staging environment for seamless development on a private server, allowing for a seamless switch to the new website at launch.
- 5. WordPress CMS Setup.** Stirling to create global styling and layouts based on the client's branding within the WordPress CMS, following industry best practices and established goals.
- 6. Mobile-First Responsive Design.** Stirling to provide a seamless experience across all devices, with support for a mobile-first approach to content loading and resource optimization.
- 7. Standard Template Gallery.** Stirling will implement layouts for all required pages including: hours and branch page, error pages, blog page, and a single blog post template.
- 8. Dynamic Page Layouts.** Stirling to develop five (5) general interior page layouts to provide variety in how the content is displayed across the new website. The following re-usable layouts for use across the site are included:
 - a.** The following re-usable layouts for use across the site are included:
 - i. Homepage layout that supports integration with calendar, posts/news, and other resources serving as a hub for patrons.
 - ii. Hours and branch information page with directions.
 - iii. Database A-Z page that shows all your e-resources in one place.
 - iv. Overview page (with sidebar) for other important pages.
 - v. Standard interior page layout for all content pages.
- 9. Custom Kids & Teens Page.** Stirling will implement a unique and flexible kids/teens landing page that can be curated with resources for that audience.
- 10. Included Features.** The following standard functionality will be incorporated into our site development:
 - a. Drag-and-Drop Editing.** Support for User-friendly functions like WYSIWYG, image editor, easy embedding of various media, and content blocks.
 - b. Live Hours & Branch Management.** Implement a live hour module that supports holidays, off-season hours vs. regular hours, multiple branches, and automated updates.
 - c. Robust Database Manager.** Provide a database module for digital resources that includes filtering, A-Z view, and a legend identifying access requirements. This module can be broadcast on key pages (Home, Kids/Teens, Adults).



- d. Form Builder.** Setup a drag-and-drop form builder that can be used to collect data, host forms (ex. ask a librarian), take donations, and gather site feedback.
 - e. Donations Support.** Integrate with Autorize.net to provide support credit-card donations through a web form.
 - f. Dynamic Media Carousels.** Implement a carousel that is book scanner compatible, integrates with the library catalog and includes email functionality for list sharing. This module can be used across the site for staff picks, collections, new titles, etc.
 - g. Library Blog.** Provision WordPress blog functionality, allowing for easy posting, categories, and broadcasting to key pages (Home, Kids/Teens, Adults).
 - h. Site-Wide Alert Bar.** Include support for a site-wide alert bar with color-coded notices and auto expiration date so that messages come down automatically (closures, etc.).
 - i. Google Translate.** Support patrons with automated translations across the site from Google.
 - j. Toggleable Search & Newsletter Subscribe.** Provide a toggle between site and catalog search results for patrons across the site. An embed will allow users to subscribe to the newsletter.
 - k. Social Media Integration.** Support for social media integration in the website via iFrame or link.
- 11. ADA Accessibility.** The new website will support W3C standards, implementing best practices, color theory, and aria tags to classify content and make it accessible to assistive equipment.
- 12. Event Management, Room Booking & Museum Passes.** The new website will integrate seamlessly with the existing 3rd-party solution to capture upcoming events and room bookings via an iFrame embed or a public API.
- 13. Content Migration.** Stirling to assist with content migration support within a bank of twelve hours. The client will then be responsible for any additional content migration.
- 14. Google Analytics.** Stirling will set up analytics tracking codes with Google Analytics for on-demand reporting on site usage, visitor data, and metrics via the site dashboard.
- 15. Training & Launch.** Stirling to assist with the launch process. Prior to the launch date, Stirling to train CLIENT on the WordPress CMS, ensuring the success of website management post-launch.



- 16. Revision Period & Ticket Implementation.** CLIENT will have access to our virtual ticketing system for two (2) weeks to submit desired revisions to the prototype. The CLIENT will be able to add and edit content during this revision period. Once the portal has closed, Stirling will estimate the time to complete revisions following the hours allotted for revisions in the scope so as to not exceed the project budget. CLIENT will determine the priority of revisions, and Stirling will implement the changes. *Stirling revisions to not exceed 6 hours, though any hours for additional changes can be pulled from support, billed accordingly or added to a backlog for future work.*
- 17. Launch Support & Assistance.** Stirling to launch the approved site and provide support for connecting the existing domain to the beta website. This will be done at a time that is mutually agreeable to both parties during Stirling's business hours. Prior to launch, Stirling will conduct device testing on our markup on the latest versions of the following major browsers (Apple Safari, Google Chrome, Mozilla Firefox, Microsoft Edge and Opera).
- 18. Complete Program Management.** Stirling will perform full account and project management of the Website Design & Development proposal as described above. This includes management of all resources, development and tracking of a timeline, brand compliance, management of review and approval cycles, preparation of production files, and maintenance and delivery of status reports. We will also be available for bi-weekly check-in calls as needed and share status via phone or email.



DETAILS OF SERVICES

This is an hourly consulting relationship, with each component broken down as follows:

Component	Projected Hours
User Experience (Mockups & Design)	216 HOURS
Theme Development	
Revisions	
QA, Training, & Launch Support	
Complete Program Management	
Anticipated Subtotal: \$34,560	

PROGRAM ASSUMPTIONS

1. Stirling will not be responsible for content editing or migration beyond the fully executed pages detailed in this scope of work.
2. Pages will be developed in accordance with SEO and Accessibility best practices, but this scope does not include additional optimization and/or testing (e.g. page titles, keyword analysis).
3. CLIENT will provide internal resources to assist in development along with content (images and text) needed to complete the project. Unless specifically called out, this SOW does not include the creation of custom photography video or professional animations. Stirling will develop headlines and assist with content editing for fully executed pages as outlined above. Additional headline development and copy editing can be performed as an addendum to this statement of work.

4. CLIENT will designate a single point of contact to work with the Stirling Brandworks team. This individual is responsible for approval, CLIENT deliverables, and consolidating feedback before sharing with Stirling. CLIENT is also responsible for managing any desired third parties that are brought in to support the overall project.
5. DNS access will be made available if any domain-level changes are required towards the launch of the website.
6. Any expenses or overages must be approved in advance by the CLIENT and payment shall follow the payment terms in this statement of work. If stock photography, premium fonts, custom plugins, or any other paid items are required, the CLIENT will approve in advance and Stirling will invoice the full costs associated.
7. The Website will be tested against the following browsers: the latest versions of the following major browsers: Apple Safari, Google Chrome, Mozilla Firefox, Microsoft Edge, and Opera; the current version(s) of macOS Safari; the current version(s) of iOS Safari and Google Chrome for Android. We do not test in any versions of Internet Explorer, including IE11, as part of a standard project. Please inquire if this is a requirement for your project. Stirling Brandworks conducts testing on a representative set of 3-5 computers & devices as determined by Stirling Brandworks & Client.
8. Professional services beyond this agreement will be at our agency rate.

PROJECT SIGN-OFF

To move forward with this project, please sign off below. To the extent that any terms contained in this Statement of Work conflict with those of the MCA, the terms as expressed here supersede those expressed in the MCA and apply exclusively to this Statement of Work.

Scope Prepared By:

Thomas Stirling,
CEO/Founder
thomas@stirlingbrandworks.com

Billing Questions:

Sue Grinnell,
Finance & Billing
sue@stirlingbrandworks.com

Stirling, Inc.

Name

Signature

Date

Fairfield Public Library

Name

Signature

Date

PAYMENT TERMS. Upon completion of initial discovery, a 30% payment of the total contract value will be billed. The remaining balance will be collected at standard intervals (monthly) as progress is made or as our initial hour estimate is reached. Any additional and approved hours will be billed at our standard hourly rate of \$160.

SOW#002

Website Support

Prepared For:

Fairfield Public Library

This Statement of Work will expire 30 days from delivery.



1 Mt Vernon Street, Winchester, MA
stirlingbrandworks.com | (781) 369-5154

STATEMENT OF WORK #002

Statement of Work pursuant to MASTER CONSULTING SERVICES AGREEMENT ("MCA") between Fairfield Public Library ("CLIENT") and Stirling, Inc.

PROJECT: Website Support

In this statement of work, Stirling is to provide a dedicated help desk and ongoing support for CLIENT's websites throughout the duration of the contract. Covered within this agreement are one (1) website:

1. <https://fairfieldpubliclibrary.org/>

Stirling will need access to CLIENT internal staff. The CLIENT team needs no prior technical experience to work on implementation. Stirling, Inc. will guide and train on tasks that need to be fulfilled by the CLIENT team.

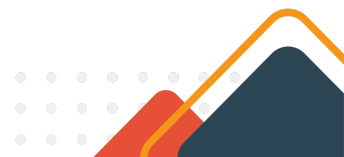
The roadmap below is an outline of the general direction Stirling will be guiding CLIENT on.

ACTIVITIES AND DELIVERABLES

YEAR ONE: FULL WEBSITE SUPPORT

1. **Help Desk.** CLIENT will submit requests by ticketing system (support@stirlingbrandworks.com) or telephone.
 - a. **Portal support.** CLIENT will have one seat with access to Stirling's ticketing system to submit new requests or issues. This is the preferred method of submission.
 - i. Tickets will be monitored from 9:00 A.M. to 5:00 P.M. Monday - Friday
 - ii. The average request-response is 24 hours, which involves confirmation that the request has been received and an update on the time and effort required to resolve.
 - b. **Telephone support:** 9:30 A.M. to 5:00 P.M. Monday - Friday
 - i. Calls received out of office hours will be forwarded to a mobile phone

- ii. Emails and calls received outside of office hours will be collected; however, no action can be guaranteed until the next working day at the earliest
 - c. Requests will be categorized as one of the following:
 - 1. **Bugs:** Technical errors that affect site functionality and/or viewability of the website.
 - 2. **Maintenance:** Small content additions and/or formatting updates to existing pages of the site.
 - 3. **Support:** Provide a help desk to answer questions on how to manage the existing site.
2. **Backend Updates & Maintenance.** Stirling will make proactive updates to CLIENT's CMS core as new releases become ready. When CMS core and/or plugins are available for update, Stirling will create a secure backup of the site first, making updates and testing all new changes to ensure no issues arise. Stirling will periodically assist in rolling out new versions of CLIENT modules once they have been tested and approved.
3. **Security Monitoring & Cleanup.** Includes Stirling's monitoring of automated security scans for malware detection, cross-site scripting, injections, and other malicious code. Stirling will work with the CLIENT host to perform malware prevention and cleanup, blacklist removal and repair, and monthly system health checks.
4. **Training.** Ongoing training options to continue to educate site editors on best practices to keep the site up-to-date and ensure consistency.
5. **Hosting.** Includes a One (1) year hosting package that covers the costs associated with serving the website for a term of sixty (12) months from the launch date of the website. The hosting will Cost \$960 each year.
6. **Complete Program Management.** Stirling will perform full account and project management of the contract as described above. This includes management of all resources, development and tracking of a timeline, brand compliance, management of review and approval cycles, preparation of production files, and maintenance and delivery of status reports.



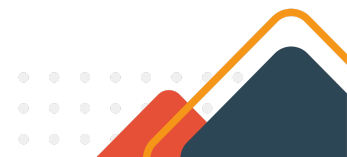
YEAR TWO - YEAR FIVE: HOSTING ONLY

- 7. Ad-Hoc Support.** Support provided at an ad-hoc basis at a premium rate. This includes help desk support, and other requested updates. The client will also be offered the option to pre-purchase hours at a discounted rate, or enroll in a full website support agreement.
- 8. Hosting.** Includes a four (4) year hosting package that covers the costs associated with serving the website for a term of (48) months from the end of year one (1). The hosting will Cost \$960 each year but will be paid all in year one (1).
- 9. Complete Program Management.** Stirling will perform full account and project management of the contract as described above. This includes management of all resources, development and tracking of a timeline, brand compliance, management of review and approval cycles, preparation of production files, and maintenance and delivery of status reports.

DETAILS OF SERVICES

This is an annual support plan, including dedicated consulting hours to manage one (1) website within a period of 12 months, and host the website for a term of 60 months.

Component	Projected Total
Help Desk (1 year)	\$8,000
CMS Core Updates (1 year)	
Security Monitoring & Cleanup (1 year)	
Hosting Management (5 years)	
Anticipated Subtotal: \$8,000	



PROGRAM ASSUMPTIONS

1. DNS access will be made available if any domain level changes are required for the support of the website.
2. This one (1) year support program includes up to 15 consulting hours that can be used towards any/all of the items laid out in the activities and deliverables. These hours can roll over beyond the annual agreement to be used the following support year before expiring. CLIENT can request additional support hours if needed. This would require an addendum to this Statement of Work.
3. Requests projected to exceed 2 hours may be classified as Enhancements and included in a separate statement of work for CLIENT approval before implementation (to ensure large portions of the annual allotment of hours are not used without proper communication prior).
4. Requests outside of this discounted retainer will be at our current blended agency rate.

PROJECT SIGN OFF

To move forward with this project please sign off below. To the extent that any terms contained in this Statement of Work conflict with those of the MCA, the terms as expressed here supersede those expressed in the MCA and apply exclusively to this Statement of Work.

Scope Prepared By:

Zoe Gregorace,
Account Manager
zoe@stirlingbrandworks.com

Billing Questions:

Sue Grinnell,
Finance & Billing
sue@stirlingbrandworks.com

Stirling, Inc.

Name

Signature

Date

Fairfield Public Library

Name

Signature

Date

PAYMENT TERMS. Project commencement requires 100% payment of total contract value (\$8,000 USD), less any pre-paid subscriptions, prior to enablement support.

Terms of Use

TERMS OF USE—Teen Health & Wellness: Real Life, Real Answers

User Agreement with Rosen Publishing

IMPORTANT - READ THESE TERMS CAREFULLY BEFORE USING THE PRODUCT OR ACCESSING THE CONTENT ON THIS WEBSITE. BY ACCESSING THE PRODUCT OR THE CONTENT CONTAINED THEREIN, YOU ACKNOWLEDGE AND REPRESENT THAT YOU ARE AN AUTHORIZED USER; THAT YOU HAVE READ THIS AGREEMENT; THAT YOU UNDERSTAND IT; AND THAT YOU AGREE TO BE BOUND BY ITS TERMS.

This Agreement constitutes the agreement between The Rosen Publishing Group, Inc ("Rosen") and you as a user who accesses or establishes a connection to this Web site.

By using this Web site, you agree to abide by all of the terms and conditions of this Agreement. You must abide by all of the provisions in this Agreement in order to access and remain an authorized user of this Web site. You are solely responsible for your use of this Web site and for ensuring that your use complies fully with the provisions of this Agreement.

Rosen reserves the right to change, add or remove portions of this Agreement at any time, but if it does so, it will post such changes on this Web site, or send them to you via e-mail. Any changes to this Agreement will be effective immediately upon notice to you. Your use of this Web site after notice of changes to this Agreement will be deemed your acceptance of the changes. If you do not agree to any changes, you may terminate this Agreement by written notice to Rosen and you will not use the Web site after the sending of such notice.

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Either party hereto may terminate this Agreement by giving thirty days' prior written notice of termination to the other. In the event of termination, you may not thereafter use or access the Web site and all rights granted to you by Rosen shall terminate and revert to Rosen. Nothing in this Agreement shall require Rosen to maintain the Web site.

This Agreement, your performance under it, and any disputes arising under it shall be governed exclusively by the laws of the United States of America and the State of New York, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of New York, with venue in New York City, in any and all actions, disputes, or controversies relating to this Agreement.

Morningstar Investment Research Center Licensing Agreement Terms and Conditions

1. Definitions

- (a) Content. "Content" means the business information and Content licensed by Morningstar hereunder, whether in the form of Internet access services, CD ROM, books, reports, manuals, updates, other publications and/or service, or through any other medium.
- (b) Effective Date. "Effective Date" means the date on which the license to use the Content and Software under this Licensing Agreement begins. The Effective Date is set forth in the first paragraph of the order form.
- (c) Morningstar. "Morningstar" means Morningstar, Inc., an Illinois corporation, located and doing business at 22 West Washington Street, Chicago, IL 60602.
- (d) Patron. "Patron" means any third party who accesses the Content or the Software through Licensee.
- (e) Software. "Software" means any computer software, programs and other source codes licensed by Morningstar hereunder to Licensee to allow access to the Content.
- (f) Licensee. "Licensee" means the entity identified in the "Ship To Address" section of the order form (or, in the event, that a separate entity is identified in the "Billing Address" section, the entity set forth in the "Billing Address" section). By signing an order form, Licensee is agreeing to all terms and conditions in the Licensing Agreement. All order forms will be considered to be integrated into this Licensing Agreement.
- (g) Licensing Agreement. "Licensing Agreement" means this document, including all of its terms and conditions.

2. Grant of License to Content and Software

- (a) Grant of License. For a period of one (1) year from the Effective Date (the "Initial Term") and for any renewal term, as provided herein (each, a "Renewal Term"), Morningstar grants to Licensee a non-exclusive, non-transferable license to (1) access, use, copy, and display the Content for its own internal business purposes, (2) permit its Patrons to access, use, copy and display the Content for their personal, non-commercial use, and (3) use, or allow its Patrons to use, the Software to access, use, copy and/or display the Content for the purposes set forth in (1) and (2) above; provided, however, that, with respect to any Internet-related use, this grant of license is limited to the number of users, if any, identified on the order form. Except as set forth herein, Licensee may not use, sell, modify, publish, distribute, or allow any third party to use, sell, modify, publish or distribute, the Content, the Software or any portion thereof. Licensee may not, directly or indirectly, decompile, disassemble or otherwise reverse-engineer the Software. Licensee agrees to keep the financial terms of this Licensing Agreement confidential.
- (b) Delivery of Content. Morningstar will deliver the Content to Licensee in the manner and in accordance with the specifications set forth in the Morningstar product package descriptions, as those descriptions may be modified by Morningstar from time to time. Licensee, at its own expense, will provide the hardware, software, other materials or facilities necessary to permit Licensee and its Patrons to access the Content and use any Software delivered by Morningstar hereunder.
- (c) Non-Exclusivity. Licensee understands and agrees that this Licensing Agreement is a non-exclusive license and that Morningstar may use, license and/or distribute the Content and the Software to any third party in Morningstar's sole discretion.
- (d) Remote Access. If Licensee is a public library, Licensee may offer its Patrons remote access to the Content or Software but only if: (i) the Patron requesting access is a current library cardholder or staff member and (ii) the remote access is effected through one of Licensee's own URL addresses. If Licensee is an academic library, Licensee may offer its Patrons remote access but only if: (i) the Patron requesting access is a current student, faculty or staff member; and (ii) the remote access is effected through one of Licensee's own URL addresses. Patrons of any library who are accessing the Content or Software utilizing remote access are only allowed to use their library card identification information themselves and can not share their card information with others. Morningstar may, at its discretion terminate this Agreement if it determines that Patrons are sharing their card information with other people who are not authorized to use it. Licensee must promptly notify Morningstar of any unauthorized use of remote access or library card information supplied by Licensee to Patrons of which it becomes aware and reasonably cooperate with Morningstar in any investigation or prosecution of such misuse.

3. **Ownership of Content and Software**

(a) Property of Morningstar. All Content and Software are, and will remain, the property of Morningstar. Except as provided for herein, this Licensing Agreement does not convey or transfer to Licensee or its Patrons any rights in the Content or the Software.

(b) Valuable Asset. Licensee acknowledges that (1) the Content are a valuable asset of Morningstar, are developed by the expenditure of considerable work, time and money, and are the result of Morningstar original selection, coordination and arrangement, and (2) the Software is owned by and proprietary to Morningstar and is protected and under U. S. Copyright laws. Licensee will not contest the validity of any right, title, or interest, including, without limitations, trade secrets and copy rights, asserted by Morningstar in, to or in connection with any Content or Software. Licensee will honor any reasonable request by Morningstar to perfect and protect at Morningstar's expense any rights (including copyrights asserted by Morningstar in the Content or the Software).

4. **Payments by Licensee**

(a) Fees. In consideration for the limited license granted under this Licensing Agreement, Licensee will pay to Morningstar the fees, taxes (as applicable), and other amounts set forth on the order form. Morningstar may modify these charges at the end of the Initial Term or that of any Renewal Term upon at least 60 days' prior written notice to Licensee. If Licensee has not paid any amount due hereunder within 30 days' time after the due date, Morningstar may, in its discretion, assess a late charge not to exceed an amount equivalent to 1.5% per month on all such past due monies.

(b) Taxes. Licensee is solely responsible for, and will pay to Morningstar, any and all federal, state and local taxes (excluding corporate franchise taxes and taxes based upon Morningstar's net income or revenues) arising or accruing as a result of this Licensing Agreement, unless Licensee submits certification of tax-exempt status for all applicable taxes.

5. **Disclaimer; Limitation of Liability; Indemnities**

(a) Disclaimer: MORNINGSTAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE CONTENT AND SOFTWARE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL CONTENT AND SOFTWARE ARE PROVIDED "AS IS" AND WHEN AVAILABLE WITH ALL FAULTS.

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6. **Term and Termination**

(a) Term. Unless earlier terminated as provided herein, this Licensing Agreement will commence on the Effective Date and continue for the Initial Term. The Licensing Agreement will automatically renew for additional Renewal Terms of one (1) year each at Morningstar's then-current rates, unless either party notifies the other of its intent not to renew at least 30 days' prior to the end of the Initial Term or any Renewal Term, as applicable. **In the event of a renewal of this Agreement, any fees will be increased no more than five percent (5%) over those of the previous term.**

(b) Termination. Morningstar may terminate this Licensing Agreement: (1) immediately, if Licensee commits a material breach of any provision of this Licensing Agreement related to the ownership, use, copying, distribution of any Morningstar intellectual property or if one or more Patrons misuse their remote access card information as provided in Section 2(d); (2) upon 10 days notice if Licensee fails

Terms and Conditions, Privacy Policy [September 18th, 2023]

In common language:

Yes, we'll tell you must read all the [terms, conditions and privacy policy](#) below, but we thought we could simplify a few important points:

- We respect your privacy. We will not share your information without your permission. In some case we use third party tools such as 3rd party email servers (Sparkpost, Active Campaign, Microsoft Office 365,) to send out email communications, but we ensure these services do not share your data. Credit card data is managed by a PCI certified supplier in a very secure manner.
- Our Software analyzes the data we get to provide industry trends. This means we put a lot of data together and then give trends for specific industries, verticals, and geography. However, once calculated, we do not store trace of the calculation and data used, and we never provide a list of who's included or not in an industry benchmark. We also validate that we have enough data from different customers, stores, and sensors to ensure no one can deduce your stores' performance
- Unless you are on our limited free app. plan, you must pay to use the service. If you stop paying, or do not have enough licenses for your number of locations, you will not be able to access your account and your data may be deleted after some time. You will of course be notified of this. We may use ad services to display a few ads to our free app users.
- Security is top of mind; we actively monitor for it and develop new features with security as a primary concern. Our production servers are hosted in a SOC2 secure datacenter protected by many industry standards means for security, reliability and quality of our services.
- We ask you not to attempt to reverse engineer any SMS products and software.

T.M.A.S. Terms of Service

The present document (the "Agreement") sets out the terms and conditions governing the use of T.M.A.S. by the user ("You"). T.M.A.S. is provided by St. Michael Strategies Inc. ("SMS"). By using T.M.A.S., You signify that You have the right, authority and capacity to enter into this Agreement, that You have read and understand this Agreement and that You agree to abide by all the terms and conditions of this Agreement.

1 INTERPRETATION

1.1 In this Agreement, the following terms have the following meanings

1.1.1 "Software as a Service Agreement" refers to the agreement with SMS, when applicable, by which You have been granted access and use of the Service, as defined in Section 2.1 below.

1.1.2 "Content" refers to any information, communication, data, file, text, graphic or other material submitted by, for or on behalf of You for use in connection with the Service.

1.1.3 "Distribution Agreement" refers to the agreement between SMS and a distributor in your market, when applicable, by which the Service has subsequently been made available to You for access and use.

1.1.4 "Documentation" refers to the manuals and other documentation offered by SMS to You regarding the use of the Service.

1.1.5 "T.M.A.S." refers to the software offered by SMS for data collection and management of traffic counter systems.

1.1.6 "Software" refers to T.M.A.S. and other provided Software, such as Mobile application provided by SMS.

1.1.7 "Location" refers to a physical location, such as a retail store or room, represented in the Software as an entity that can be reported on specifically. One Location can support up to 4 traffic counting sensors.

1.1.8 "Device" refers to traffic counting sensors, which are either physical hardware installed in your locations or virtual, manual counters, that can be used in our App.

1.1.9 "License" refers to the right to use and access the Software modules which are chargeable. One License is required per Location or per Device, depending on the type of subscription.

1.1.10 "Occupancy" refers to the number of individuals in a Location at a particular time.

1.2 The inclusion in this Agreement of headings and subheadings is for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.3 In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 If any provision of this Agreement is held by a Court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

1.5 This Agreement, the Software as a Service Agreement and any other agreement with SMS by which You have been granted access and use of the Service constitute the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, representations or agreements between the parties in connection with such subject matter except as specifically set forth or referred to in this Agreement, the Software as a Service Agreement and any other agreement with SMS by which You have been granted access and use of the Service.

1.6 The failure of SMS to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. A waiver is effective only if made in writing by SMS.

2 SERVICE

2.1 For as long as this Agreement is in effect, You will receive a nonexclusive, non-transferable and non-assignable right to access and use, through your web browser, the hosted Software (hereinafter called the "Service") solely for your internal business operations and subject to the terms and conditions of this Agreement, the Software as a Service Agreement and any other agreement with SMS by which You have been granted access and use of the Service.

2.2 You may allow your employees, affiliates and other persons (hereinafter called the "Users") to access and use the Service for your internal business operations and are solely responsible for the User's compliance with the terms and conditions of this Agreement, the Software as a Service Agreement and any other agreement with SMS by which You have been granted access and use of the Service.

2.3 In order to access and use the Service, you are responsible at your own expense to acquire access to the World Wide Web, either directly or through devices that access web-based content, and to pay any service fees associated with such access. SMS may specify from time to time the version(s) of related products and/or services required in order to use the Service, including without limitation supported browser versions.

2.4 You acknowledge that this Agreement is a service agreement and SMS will not be delivering copies of the Software to You as part of the Service.

3 MODIFICATION OF THE SERVICE

3.1 SMS reserves the right to modify the Service, or any part thereof, at any time, in its sole discretion, with or without notice.

4 SUPPORT

4.1 Should You have been granted access and use of the Service by the means of a Software as a Service Agreement, and for as long as this Agreement is in effect, You will receive e-mail and chat technical support on normal usage of the Software during the business hours of 8:00 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding SMS's observed Canadian

Federal and Quebec Provincial holidays, which are New Year's Day, Good Friday, Easter Monday, Victoria Day (Monday preceding May 25th), Provincial Day (June 24th), Canada Day (July 1st), Labor Day (first Monday of the month of September), Thanksgiving Day (second Monday of the month of October), Christmas Day and the day following Christmas Day. If one of these holidays occurs during the weekend, then SMS reserves the right to be closed during a weekday following or preceding the weekend where the holiday occurred. SMS's by e-mail at techsupport@storetraffic.com, at help.storetraffic.com and in T.M.A.S. through the chat option.

4.2 You will receive technical support on the Software only. Any problem related with the hardware installed at your Location(s) is not covered by this Agreement.

5 FEES

5.1 If your level of subscription requires a fee, fees will be due and payable to SMS as agreed upon in the Software as a Service Agreement or any other agreement with SMS by which You have been granted access and use of the Service. SMS reserves the right to display ads in its free versions of software.

5.2 You are responsible to pay the number of Licenses, that matches your usage of the Software. SMS will periodically audit and update your quantity of Licenses to match the number of Locations or Devices you have configured in the Software. Any increase in the number of Locations or Devices will result in additional charges which will be invoiced to you and will be required to be paid to continue using the Software.

6 TERM AND TERMINATION

6.1 This Agreement will be applicable at all times when You use the Service and will expire or terminate in accordance with the terms of this Agreement, the Software as a Service Agreement, the Distribution Agreement and/or any other agreement by which You have been granted access and use of the Service.

6.2 SMS will have the right to terminate this Agreement immediately and without notice to You, if (i) You are in breach or default of any of your obligations under this Agreement, other than in regard to payment, and such breach or default continues unrectified for five (5) days following the provision of written notice of such breach or default, (ii) You enter into proceedings in bankruptcy or insolvency, make an assignment for the benefit of your creditors, are adjudged to be bankrupt or insolvent, a petition is filed against You under a bankruptcy law, corporate reorganization law or any other law for the relief of debtors or similar law and such petition is not discharged within sixty (60) days after its filing, or a receiver, trustee or similar person is appointed with respect to your assets, (iii) You cease to carry on your business, or (iv) SMS has not received any payment when due under the Software as a Service Agreement or any other agreement with SMS by which You have been granted access and use of the Service. Upon termination of this Agreement in accordance with the above, You will immediately pay to SMS all fees then due and all fees that would have become due under the Software as a Service Agreement or any other agreement with SMS by which You have been granted access and use of the Service during its remaining term had it not also been so terminated, without prejudice to SMS's other rights and recourses in the circumstances.

6.3 SMS will also have the right to terminate this Agreement immediately and without notice if it has not received any payment when due under the Distribution Agreement, should this apply to you.

6.4 Upon expiration or termination of this Agreement, SMS will immediately cease providing the Service and all access and usage rights granted under this Agreement will terminate. You will be responsible for retrieving the Content from the Service prior to the expiration or termination of this Agreement and SMS will not be responsible for any resulting loss or destruction of the Content. Furthermore, You will, at SMS's request, return or permanently delete and destroy all Documentation and Confidential Information.

7 SUSPENSION

7.1 SMS will have the right to suspend the Service immediately and without notice if it has not received any payment when due under the Software as a Service Agreement or any other agreement with SMS by which You have been granted access and use of the Service. All fees remain due during the suspension and will not be reimbursed. You must pay all fees and interest thereon current to end the suspension of the Service.

7.2 SMS will also have the right to suspend the Service immediately and without notice if it has not received any payment when due under the Distribution Agreement, should this apply to you.

8 PROPRIETARY RIGHTS

8.1 The Software, Documentation and other deliverables provided under this Agreement and the Software as a Service Agreement and any other agreement with SMS by which You have been granted access and use of the Service, including without limitation all modifications, improvements, upgrades, derivative works and feedback relating thereto, are proprietary products of SMS protected under copyright and other intellectual property laws. All right, title and interest in and to the above, including without limitation associated intellectual property rights, are and will remain with SMS. Your use, this Agreement and the Software as a Service Agreement and any other agreement with SMS by which You have been granted access and use of the Service do not convey to You an interest in or to the above, but only a limited right of use revocable in accordance with the terms of this Agreement and/or the Software as a Service Agreement and/or any other agreement with SMS by which You have been granted access and use of the Service.

8.2 You warrant that You are the owner of the Content or have been granted all the rights necessary from the owner of the Content to submit the latter for use in connection with the Service. You confirm SMS's right to use the Content in order to provide the Service. You represent that the use of the Content by SMS will not infringe or misappropriate the intellectual property rights of, or otherwise violate the rights of, any third party. SMS does not obtain any right, title or interest in the Content, except as specifically granted herein in order to provide the Service.

8.3 Upon execution of this Agreement, SMS will be entitled to represent that You are a customer of the Service and SMS will be permitted to use your business name and logo to identify You as a customer of the Service.

9 RESTRICTIONS

9.1 You will not, and will not permit anyone to: (i) copy or republish the Service or Software, (ii) make the Service available in any manner to any third party, (iii) access or use the Service to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the Service or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software or Documentation, (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software, or (vii) access the Service or use the Documentation in order to build a similar product or competitive product, or (viii) reverse engineer the communication between the SMS built sensor and the Software in order to connect the sensor to another Software.

9.2 You agree not to access the Service by any means other than through the interface that is provided by SMS for use in accessing the Service.

10 PRIVACY POLICY

[See Annex A.](#)

11 INFRINGEMENT

11.1 You will immediately notify SMS in writing of any claim, demand, action, suit or proceeding, actual or threatened, against You, which alleges that your access and/or use of the Service has infringed the intellectual property rights of any third party (hereinafter called the "Infringement Claim").

11.2 SMS, if it elects to do so by notice in writing to You, may defend and/or settle any Infringement Claim, in its sole discretion and in whatever manner that SMS deems appropriate, and, in that event, You hereby appoint SMS as your lawful attorney, with full power of substitution, to do such things as SMS in its sole discretion considers necessary or desirable in order to defend and/or settle any Infringement Claim. Said appointment is irrevocable by You. In the event that SMS elects to undertake the defense and/or settlement of an Infringement Claim as herein provided, You agree to co-operate in all reasonable respects with the efforts of SMS in regard thereto.

12 INDEMNIFICATION

12.1 You agree to indemnify and hold harmless SMS, its affiliates, suppliers and subcontractors, and its and their directors, officers and employees (hereinafter called the "Indemnitees") from and against any and all damages, liabilities, fines, costs and expenses, including reasonable attorney's fees, due to, arising out of or related to the Content, your or the User's access to the Service, your or the User's use of the Service, your or the User's violation of this Agreement and/or your or the User's violation of any proprietary or other rights of another.

12.2 SMS agrees to indemnify and hold You harmless from and against any and all damages, liabilities, fines, costs and expenses, including reasonable attorney's fees, due to, arising out of or related to any Infringement Claim in which it is determined by a Court of competent jurisdiction, or admitted in writing by SMS, that your access and/or use of the Service in accordance with the terms of this Agreement and the Software as a Service Agreement has infringed the intellectual property rights of any third party.

13 LIMITED WARRANTY

13.1 SMS warrants that it will provide the Service in a professional manner consistent with generally accepted industry standards for the provision of similar services. With regards to Service availability, SMS's sole warranty is as established in the Software as a Service Agreement when applicable to You.

13.2 Notwithstanding anything herein contained to the contrary, SMS's entire liability, and your sole and exclusive remedy, for a breach of the warranty set out in Section 13.1 will be, at SMS's sole option, for SMS to (i) terminate this Agreement and the Software as a Service Agreement and any other agreement with SMS by which You have been granted access and use of the Service and refund any monthly fee(s) paid in accordance with the Software as a Service Agreement or any other agreement with SMS by which You have been granted access and use of the Service during the month(s) in which the breach occurred, (ii) provide a fix, patch or work-around for the problem, (iii) replace the Service with services or products with a similar functionality, or (iv) use all commercially reasonable efforts to promptly correct the breach. With regards to Service availability, SMS's entire liability, and your sole and exclusive remedy, will only be as established in the Software as a Service Agreement when applicable to You.

13.3 EXCEPT AS STATED IN SECTION 13.1, SMS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR LEGAL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SMS AND ITS SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS OR RESULT IN PROFITS OR REVENUE, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED, (III) THE RESULTS OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, RELIABLE OR COMPLETE, AND (IV) THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. YOU UNDERSTAND THAT SMS'S ABILITY TO REPORT ON OCCUPANCY IS LIMITED TO AN ESTIMATE DUE TO TECHNOLOGICAL LIMITATIONS. OCCUPANCY OBTAINED FROM THE USE OF THE SERVICE SHOULD HENCE NEVER BE USED IN SITUATIONS WHERE AN INACCURACY COULD RESULT IN INDIVIDUALS GETTING HURT OR DYING, INCLUDING WITHOUT LIMITATION USING OCCUPANCY TO DETERMINE THE NUMBER OF INDIVIDUALS IN A LOCATION ON FIRE. WHILE SMS WILL USE COMMERCIALY REASONABLE EFFORTS TO PREVENT UNAUTHORIZED ACCESS TO THE CONTENT, SMS MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE SECURE AGAINST UNAUTHORIZED ACCESS OR OTHER SECURITY BREACHES. SMS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT YOUR USE OF THE SERVICE WILL SATISFY ANY LEGAL OR REGULATORY OBLIGATION, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAW OR REGULATION. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICE, RELATED SERVICES AND THE CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW AND REGULATION. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY RELIANCE ON ITS ACCURACY, RELIABILITY OR COMPLETENESS. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

OBTAINED BY YOU FROM SMS OR THROUGH OR FROM THE SERVICE WILL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

13.4 NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL SMS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, PROFITS, REVENUE, GOODWILL AND CONTENT AS WELL AS PUNITIVE AND EXEMPLARY DAMAGES) RESULTING FROM ANY MATTER ARISING OUT OF OR RELATING TO THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, CIVIL LIABILITY (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF FORESEEABLE AND EVEN IF SMS AND/OR ITS SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL SMS AND/OR ITS SUPPLIERS BE LIABLE FOR (I) MODIFICATION OF THE SERVICE, (II) SUSPENSION OF THE SERVICE, (III) ACCESS DELAYS TO THE SERVICE, (IV) ACCESS INTERRUPTIONS TO THE SERVICE, (V) INTERRUPTION OF BUSINESS, (VI) UNAUTHORIZED ACCESS TO THE CONTENT OR BREACH OF ANY SECURITY MECHANISM UTILIZED IN THE SERVICE, (VII) USE OF OR RELIANCE ON THE CONTENT OR THE RESULTS OBTAINED FROM THE USE OF THE SERVICE, INCLUDING OCCUPANCY (VIII) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, (IX) FAILURE TO STORE, LOSS, DELETION, DESTRUCTION, NON-DELIVERY, MIS-DELIVERY, CORRUPTION, ALTERATION OR ANY OTHER MODIFICATION OF THE CONTENT, AND (IX) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE. THIS SECTION 13.4 WILL NOT BE INTERPRETED AS TO AFFECT THE CREDIT, PAYMENT OR REFUND REFERRED TO IN SECTION 13.2 ABOVE.

13.5 SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, SMS'S AND/OR ITS SUPPLIER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. HOWEVER, IN NO EVENT WILL SMS'S AND/OR ITS SUPPLIER'S AGGREGATE LIABILITY EXCEED THE MONTHLY FEE(S) PAID IN ACCORDANCE WITH THE SOFTWARE AS A SERVICE AGREEMENT OR ANY OTHER AGREEMENT WITH SMS BY WHICH YOU HAVE BEEN GRANTED ACCESS AND USE OF THE SERVICE FOR THE RELEVANT MONTH(S), TO A MAXIMUM AMOUNT EQUAL TO SIX (6) MONTHS, OR \$5,000, WHICHEVER IS LOWER. THIS SECTION 13.5 WILL NOT BE INTERPRETED AS TO AFFECT THE CREDIT, PAYMENT OR REFUND REFERRED TO IN SECTION 13.2 ABOVE.

13.6 NO ACTION ARISING OUT OF OR RELATING TO THE SERVICE AND/OR THIS AGREEMENT AND/OR THE SOFTWARE AS A SERVICE AGREEMENT AND/OR ANY OTHER AGREEMENT WITH SMS BY WHICH YOU HAVE BEEN GRANTED ACCESS AND USE OF THE SERVICE, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME HAD BEEN KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY, YOU.

14 GENERAL PRACTICES AND LIMITS

14.1 You acknowledge that SMS may establish at any time, in its sole discretion, with or without notice, general practices and limits concerning your use of the Service, including without limitation establishing the maximum amount of storage space You have at any time and limiting the amount of bandwidth (such as, but not limited to, number of Scheduled Reports, API calls, Exports, and Imports) You may use with the Service in a given period of time. Bandwidth is defined as the total amount of data downloaded from and uploaded to SMS's server in a given period of time. In addition, SMS may limit the volume of file downloading from your database in response to unreasonable activity.

14.2 You further acknowledge that SMS may change the general practices and limits mentioned in Section 14.1 at any time, in its sole discretion, with or without notice.

15 USER INFORMATION

15.1 You agree to provide true, accurate, current and complete information about yourself in connection with your registration. You further agree to maintain and promptly update said information. SMS is not responsible if your information is untrue, inaccurate, not current or incomplete.

15.2 SMS uses de-identified customer submitted data in his system in order to provide industry benchmark, such as trends and averages. These will be done and provided only when the customer data anonymity can be respected.

16 MODIFICATION OF THIS AGREEMENT

16.1 SMS may periodically modify this Agreement in its sole discretion. In the event SMS modifies this Agreement, SMS will post the modified agreement to the Service and it will be visible once You log in but before You are granted access. Your continued use of the Service after such modification will constitute your acceptance of the modified agreement. If You do not agree with the modified agreement, this Agreement will be terminated and You will immediately cease all access and use of the Service. You agree that such termination will be your exclusive remedy if You do not wish to abide to the modified agreement and that said termination will not affect the fees due and payable to SMS as agreed upon in the Software as a Service Agreement or any other agreement with SMS by which You have been granted access and use of the Service.

17 GENERAL PROVISIONS

17.1 The expiration or termination of this Agreement will not affect the survival and enforceability of any provision of this Agreement which is expressly or implicitly intended to remain in force after such expiration or termination.

17.2 The relationship between the parties to this Agreement will at all times be one of independent contract. The parties to this Agreement are not partners, joint ventures, employee and employer or principal and agent and nothing contained in this Agreement will be interpreted so as to construe otherwise. Neither party has the authority to bind the other party and each party agrees not to hold itself out as being so authorized.

17.3 SMS may subcontract its obligations under this Agreement, provided, however, that SMS will remain responsible for the performance of obligations performed by subcontractors to the same extent as if such obligations were performed by SMS.

17.4 Neither party will be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control (including without limitation acts of God, earthquakes, strikes or shortages of materials) (hereinafter called "Force Majeure Events"). With respect to SMS, Force Majeure Events include failures or delays caused by You.

17.5 This Agreement is governed and will be construed in accordance with the laws of the Province of Quebec. Any action arising out of or relating to this Agreement will be brought and maintained only in the Province of Quebec in the judicial district of Montreal.

17.6 Any notice or communication to SMS will be in writing, in English and sent by registered letter or fax to the following address:

ST. MICHAEL STRATEGIES INC.
86 St-Luc Boulevard, suite 230
St-Jean-sur-Richelieu, Quebec J3L 1R2
Fax: 1 (450) 658-7764

17.7 This Agreement will be binding upon and inure to the benefit of each party and such parties' successors and assigns.

17.8 The parties declare that they have requested that this Agreement and all writings related thereto be drafted in the English language. thereto be drafted in the English language. *Les parties déclarent avoir exigé que la présente convention et tous écrits s'y rapportant soient rédigés en langue anglaise.*

Annex A :Privacy Policy [September 18th, 2023]

SMS ("us", "we", or "our") operates the storetraffic.com domain, the T.M.A.S. Platform and the iOS/Android Storetraffic App (hereinafter referred to as the "Service").

This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of some information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

Summary in ordinary language:

1. Our hardware and software products are sold only to businesses, and the information we ask you to input is only professional. While using our Service, Users should input business information only and not personal data. To ensure we control and report correctly on who accesses information stored in our Software, we log IP addresses, time/date of login, device type, OS version and browser version.
2. Regardless of point #1, we protect any data we collect, such as professional email, business phone numbers, first name and last name. We understand some Users may unwillingly input Personal Data, even if it is not required or intended while using our Service; hence, we always protect any data we collect.
3. We use third-party cloud services and software, meaning data may sometimes be stored in locations other than the province of Quebec, Canada, where our business is located. We take great care in selecting third-party cloud services and software to ensure the security and privacy of the business data collected.
4. If you allow Cookies when visiting our storetraffic.com website, some of those may collect your Personal Data. These are performance and third-party Cookies which are used to track our advertisement and website effectiveness and will enable us to improve our Service. For visitors from the European Union, the UK, Canada, or other countries where it is required by law, these Cookies will only be activated if you expressly allow it when prompted ("Opt-In"). In certain states in the US, Third-Party Cookies are considered as "Selling your Personal Information" and you'll be prompted with a mean to refuse ("Opt-Out"). For visitors from all other locations, no prompts will be shown but you can use the different methods mentioned in the "Analytics, Advertisement & Opt-Out for Cookies" section of this policy to deactivate them or Opt-Out
5. For any inquiry or request, you can contact our privacy teams at privoff@storetraffic.com. Our Privacy officer is Patrick Thuot, who monitors incoming requests and ensures they are answered and acted upon.

Definitions

Service

Service contains SMS Websites and Software Platforms.

SMS Websites

Contain storetraffic.com website and other informational or transactional websites operated by SMS Storetraffic.

Software Platforms

Includes the web application "T.M.A.S". and the iOS/Android app "Storetraffic", which can be included in our free or paid software plans.

Customers

A business or a User representing a business having willingly signed up to use our Software Platforms, even if on a free plan.

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small files stored on your device (computer or mobile device).

Data Controller

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and how any personal information is, or is to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data. Our privacy officer is Patrick Thuot, and our privacy inquiry email is privoff@storetraffic.com

Data Processors (or Service Providers)

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.

We may use the services of various Service Providers to process your data more effectively.

Data Subject (or User)

Data Subject is any living individual using our Service and is the subject of Personal Data.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain information that can be used to contact or identify you. These should be business-related contact information and not personally identifiable data. However, we understand that some Users might still input personally identifiable information which means we can collect Personal Data such as:

- E-mail address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Other data collected in Preference and Advertising Cookies while visiting SMS Websites, if they are allowed. (See Tracking & Cookies Data)
- Usage Data (see Usage Data sections)

We may use these to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any e-mail we send or by contacting us at privoff@storetraffic.com. In our Software Platforms, Scheduled Reports and Alerts, e-mails must be turned off by either you or your Administrator to stop them from being received.

When you use our SMS Websites or mobile applications to download any electronic document, request a demo or ask for any other information, you may be asked to provide contact details which we will then use to deliver the requested information and/or service.

When you contact customer support or speak with a sales representative, we may record the call for training purposes and to improve our Service.

Usage Data for Customers using our Software Platforms

If you are a Customer and are accessing our Software Platforms, we may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device unique ID, location, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data ("Usage Data"). This ensures that we control and audit for unauthorized access to your account on our Software Platforms, which could contain confidential information about your business.

Usage Data for SMS Websites

Just as when you visit and interact with most websites and services delivered via the Internet, when you visit our Websites we gather certain information and store it in log files (i.e. "Log Data"). This information may include but is not limited to Internet Protocol (IP) addresses, system configuration information, URLs of referring pages, and locale and language preferences. Additional tracking may be performed if you allow to the use of certain Cookies (see below).

Tracking & Cookies Data

We make use of Cookies and similar tracking technologies to track the activity on our Service. Amongst our Service, only our SMS Websites may use Cookies that may contain Personally identifiable information, and this information can only be collected if you allow it.

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyse our Service.

- **Strictly Necessary Cookies:**

These Cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these Cookies, but some parts of the site will not then work. These Cookies do not store any personally identifiable information.

- **Performance Cookies:**

These Cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these Cookies collect is aggregated and therefore anonymous. If you do not allow these Cookies we will not know when you have visited our site, and will not be able to monitor its performance.

- **Functional Cookies:**

These Cookies enable the website to provide enhanced functionality and personalisation. They may be set by us or by third party providers whose services we have added to our pages. If you do not allow these Cookies then some or all of these services may not function properly.

- **Targeting Cookies:**

These Cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information, but are based on uniquely identifying your browser and internet device. If you do not allow these Cookies, you will experience less targeted advertising.

- **Social Media Cookies:**

These Cookies are set by a range of social media services that we have added to the site to enable you to share our content with your friends and networks. They are capable of tracking your browser across other sites and building up a profile of your interests. This may impact the content and messages you see on other websites you visit. If you do not allow these Cookies you may not be able to use or see these sharing tools.

Use of Data

SMS uses collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

De-identification:

- We can use collected anonymized business data of our Customers to provide industry benchmarks, such as trends and averages. We compile and deliver these industry benchmarks only when anonymity can be assured. We do not use any Personally identifiable data in these benchmarks.
- In order to provide and improve our Service, we may use and disclose to third parties (for example, our service providers and analytics Partners) non-personally identifiable information that we collect, including cookie data and Log Data. This may include Personal Data, which has been aggregated and anonymized so that the data cannot be identified. We retain the right to use, at our reasonable discretion, any information, in any form, about more than one individual where the identity of the individuals is not known and cannot be inferred.

Legal Basis for Processing Personal Data

If you are using our Service from the European Economic Area (EEA), the UK, Canada or from certain US States, SMS legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it. SMS do not set out to collect personal data, since we sell to businesses only, which means we collect professional data. Nonetheless, we understand that sometimes an individual may submit personal data while using our Service.

In this case, SMS may process your Personal Data because:

- We need to perform a contract with you
- You have permitted us to do so
- The processing is in our legitimate interests, and your rights do not override it
- For payment processing purposes
- To comply with the law

Retention of Data

SMS will retain Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.

SMS will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer periods.

Transfer of Data

Your information, including Personal Data, may be transferred to “” and maintained on “” computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside Canada and choose to provide information to us, please note that we transfer the data, including Personal Data, to Canada and process it there.

Your consent to this Privacy Policy followed by your submission of such information, represents your agreement to that transfer.

Furthermore, we may transfer Personal Data to third parties for processing on our behalf. We will ensure that such data may only be processed for limited and specified purposes consistent with the purposes for which such Personal Data was collected or the consent provided by you.

SMS will take all the steps reasonably necessary to ensure that your data is treated securely and per this Privacy Policy and applicable laws, and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place, including the security of your data and other personal information.

We remain liable for any failure of the third party to do so unless we can prove that we are not responsible.

Disclosure of Data

Business Transaction

If SMS is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, SMS may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

SMS may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of SMS
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of Users of the Service or the public
- To protect against legal liability

Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Your Data Protection Rights

SMS aims to take reasonable steps to allow you to correct, amend, delete or limit the use of your Personal Data, as to comply with applicable privacy laws in the US, Canada, Europe and the UK.

If you wish to be informed about what Personal Data we hold about you and if you want it removed from our systems, please contact us at privoff@storetraffic.com. For any request, we will need to verify a requestor is inquiring about their own information before we can assist.

Depending on your applicable jurisdiction, you have the following data protection rights:

- The right to access, update or delete the information we have on you. Whenever made possible, you can access, update or request the deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.
- The right to know to which third-party companies SMS may have disclosed your Personal Information for direct marketing within the past year; and a description of the categories of Personal Information disclosed.
- The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.
- The right to object. You have the right to object to further processing of your Personal Data, unless we have legitimate or legal reasons to continue to do so.
- The right to Opt-Out of the Sale of your Personal Data We do not sell Personal Data, and should we ever consider doing so, we will request your consent.
- The right of restriction. If there is no longer a reason for us to process your Personal Data or if we don't have a legal

ground for the processing, you can require us to delete your Personal Data. We will take steps to delete your information as soon as possible, but some information may remain in archived or backup copies for our records or as otherwise required by law. In addition, we may choose to de-identify your Personal Data instead of deleting it, provided we have a legitimate business reason for doing so. You can also require us to restrict the processing of your data if such processing is unlawful or if there is a dispute about the accuracy of the data.

- The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.
- The right to withdraw consent. You also have the right to withdraw your consent at any time when SMS relied on your consent to process your personal information.
- Nondiscrimination. You are entitled to exercise the rights described above free from discrimination. This means that we will not penalize you for exercising your rights by taking actions such as denying you the Service; increasing the price/rate of the Service; decreasing Service quality; or suggesting that we may penalize you as described above for exercising your rights.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA) or other jurisdictions.

For locations subject to these laws Cookies that may contain are on an Opt-In basis through a prompt on our website asking you to allow them.

Service Providers

We may employ third-party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors, whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

Stripe

Their Privacy Policy can be viewed at <https://stripe.com/us/privacy>

Staxbill

Their Privacy Policy can be viewed at <https://staxbill.com/privacy-policy/>

PayPal

Their Privacy Policy can be viewed at: <https://www.paypal.com/us/legalhub/privacy-full>

Analytics, Advertisement Opt-Out for Cookies

Listed below are the services we leverage that use Cookies which may contains Personal Data. For locations where laws do not regulate the use of Cookies, Opt-Out methods are mentioned for each. Keep in mind that you can also Opt-Out by

disabling these types of Cookies through your browser setting (see Manage Cookies Preference).

Analytics

This applies to our corporate website only (storetraffic.com). We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You may opt out of certain Google Analytics features through your mobile device settings, such as your device advertising settings or by following the instructions provided by Google in their Privacy Policy: <https://policies.google.com/privacy?hl=en>

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

Advertising

This applies to our corporate website only (storetraffic.com). We may use third-party Service Providers to show advertisements to you to help support and maintain our Service.

Google AdSense DoubleClick Cookie

Google, as a third party vendor, uses Cookies to serve ads on our Service. Google's use of the DoubleClick cookie enables it and its partners to serve ads to our Users based on their visit to our Service or other websites on the Internet.

These Cookies will not be collected should you perform any other action than accepting them when prompted.

You may opt out of the use of the DoubleClick Cookie for interest-based advertising by visiting the Google Ads Settings web page: <http://www.google.com/ads/preferences/>

Behavioral Remarketing

This applies to our corporate website only (storetraffic.com) SMS uses remarketing services to advertise on third party websites to you after you visited our Service. We and our third-party vendors use Cookies to inform, optimise and serve ads based on your past visits to our Service. Among them:

Google Ads (AdWords)

Google Ads (AdWords) remarketing service is provided by Google Inc.

You can Opt-Out of Google Analytics for Display Advertising and customise the Google Display Network ads by visiting the Google Ads Settings page: <http://www.google.com/settings/ads>

Google also recommends installing the Google Analytics Opt-Out Browser Add-on - <https://tools.google.com/dlpage/gaoptout> - for your web browser. Google Analytics Opt-Out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

Meta

Meta remarketing service is provided by Facebook Inc.

You can learn more about interest-based advertising from Meta by visiting this page: [Introduction to the Advertising Standards | Transparency Center \(fb.com\)](#)

To Opt-Out from Meta's interest-based ads, follow these instructions from Facebook: <https://www.facebook.com/help/568137493302217>

Facebook adheres to the Self-Regulatory Principles for Online Behavioural Advertising established by the Digital Advertising Alliance. You can also Opt-Out from Facebook and other participating companies through the Digital Advertising Alliance in the USA <http://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <http://youradchoices.ca/> or the European Interactive Digital Advertising Alliance in Europe <http://www.youronlinechoices.eu/>, or Opt-Out using your mobile device settings.

For more information on the privacy practices of Meta, please visit Meta's Data Policy: <https://www.facebook.com/privacy/explanation>

Manage Cookie Preferences

You can change your Cookie preferences any time by clicking the above button. This will let you revisit the Cookie consent banner and change your preferences or withdraw your consent right away.

In addition to this, different browsers provide different methods to block and delete Cookies used by websites. You can change the settings of your browser to block/delete the Cookies. Listed below are the links to the support documents on how to manage and delete Cookies from the major web browsers.

- **Chrome :**
<https://support.google.com/accounts/answer/32050>
- **Safari :**
<https://support.apple.com/en-us/guide/safari/sfri11471/mac>
- **Firefox :**
<https://support.mozilla.org/en-US/kb/clear-Cookies-and-site-data-firefox?redirectslug=delete-Cookies-remove-info-websites-stored&redirectlocale=en-US>
- **Microsoft Edge :**
<https://www.microsoft.com/en-us/edge/learning-center/how-to-manage-and-clear-your-cache-and-Cookies?form=MA13I2>
- **Internet Explorer :**
<https://support.microsoft.com/en-us/topic/how-to-delete-cookie-files-in-internet-explorer-bca9446f-d873-78de-77ba-d42645fa52fc>

If you are using any other web browser, please visit your browser's official support documents.

Links to Other Sites

Our Service may contain links to other sites that we do not operate. If you click a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via e-mail and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By e-mail: privoff@storetraffic.com



Better Decisions Start Here

3890 Oakwood Ave.
Youngstown, OH 44515-3033
Phone: (800) 239-1226
US Fax: (877) 517-2586
Intl. Fax: (858) 300-5327
www.sensourceinc.com

Form 1055-C SaaS and Services Agreement

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SaaS and Services Agreement (“Agreement”)

AGREEMENT & DEFINITIONS

“Customer” or “You” refers to the undersigned customer listed on the Acknowledgement page below (“Customer”). This Agreement pertains to the sale, license, and support of an hardware, software, and Software as a Service (“SaaS”) integrated solution offered by SenSource (the “Solution”), and includes access to cloud software programs, including without limitation, the Software (as defined below), system administration, system management, and system monitoring activities that SenSource performs for the Software, and includes installation and support services for the Solution, as well as any other services provided by SenSource that are purchased by Customer in the attached Order Form and as further set forth in this Agreement (with all such services performed by SenSource collectively referred to as the “Services”). The term “Software” refers to the software products owned or distributed by SenSource to which SenSource grants You access as part of the Solution, including associated documentation, and any Software updates provided as part of the Services. The term “users” shall mean those individuals authorized by You or on Your behalf to use the Solution. The term “Customer Data” refers to the data provided by You that resides in Your Solution environment or that is generated from use of the Solution. The term “Order Form” refers to the Order Form that is attached to this Agreement.

1. SaaS SERVICES

1.1 Subject to the terms of this Agreement which includes the Order Form and all attachments and exhibits (including Exhibit A) as specified, upon execution of this Agreement and for so long as You continue to pay without interruption the annual support, data hosting and subscription fees set forth in the Order Form, You will have the nonexclusive, non-assignable (except as provided herein), term-based, royalty free, worldwide limited right to use the Solution solely for Your internal business operations and subject to the terms of the Agreement. You may allow Your users to use the Solution for this purpose and You are responsible for Your users’ compliance with the Agreement. The Solution is provided as described in, and subject to, any Solution policies referenced in the Order Form.

You agree that You do not acquire under the Agreement any license to use any Software in excess of the scope and duration of your subscription to the Solution. Upon the termination or expiration of this Agreement Your right to any access and use of the Solution shall terminate; provided, however, to the extent You have purchased any hardware components, You shall remain the owner of such hardware. Please note, however, that hardware that is not subject to a valid Solution subscription will no longer be operable by You unless you are able to provide replacement services for such hardware.

1.2 Subject to the terms herein, SenSource will provide You with reasonable technical support Services in accordance with the terms set forth in the section entitled Support Terms below.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 You will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Solution or any software, documentation or data related to the Solution; modify, translate, or create derivative works based on the Solution or any Software (except to the extent expressly permitted by SenSource or authorized within the Solution); use the Solution or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Solution. You agree that such export control laws may govern Your use of the Solution (including technical data) and any services deliverables provided under the Agreement, and You agree to comply with all such export laws and regulations). You agree that no data, information, software programs and/or materials resulting from the Solution will be exported, directly or indirectly, by You in violation of these laws, or will be used by You for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

- 2.3** You represent, covenant, and warrant that You will use the Solution in compliance with this Agreement and its Exhibits and all applicable laws and regulations. You hereby agree to defend, indemnify and hold harmless SenSource against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action by a third party that arises from an alleged violation of the foregoing or otherwise from Your use of the Solution. SenSource may monitor Your use of the Solution if it has reason to believe that any misuse, abuse, disruption or interruption may be occurring and will contact You promptly if it confirms any such misuse, abuse, disruption or interruption.
- 2.4** Except for equipment to be provided by SenSource under this Agreement, You shall be responsible for obtaining and maintaining any equipment and ancillary services needed at Your facility to connect to, access or otherwise use the Solution, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like. You shall also be responsible for maintaining the security of such equipment, Your account, and passwords (including but not limited to administrative and user passwords and related security files and for all uses of and access to Your account by Your personnel).
- 2.5** Customer agrees to not restrict or interfere with communications between SenSource and the Solution's device management platform in order to remotely manage hardware and perform Services under this Agreement.

3. OWNERSHIP

- 3.1** You retain ownership in and to Your Customer Data. Although SenSource aggregates data for reporting purposes You may request non-aggregated Customer Data in raw form at any time. Requests for non-aggregated Customer Data will be processed within 14 business days after the request is received. Requests for non-aggregated Customer Data which occur more than once per month will incur a service charge at the current rate for standard support. You will own all hardware components you purchase pursuant to an Order Form.
- 3.2** SenSource and its licensors shall own and retain all right, title and interest in and to (a) the Solution and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed by SenSource in connection with implementation of the Solution or provision of support Services, and (c) all intellectual property rights related to any of the foregoing; provided, however, this Section 3.2 excepts all hardware components purchased by Customer pursuant to an Order Form.

4. CONFIDENTIALITY & PROPRIETARY RIGHTS

- 4.1** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of SenSource includes non-public information regarding pricing, features, functionality and performance of the Solution. Proprietary Information of You includes non-public data provided by You to SenSource in connection with this Agreement, including any Customer Data disclosed by You to enable the provision of the Solution, and any Customer Data specific to You obtained or generated from use of the Solution. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in providing or receiving the Solution or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. In no event shall the Receiving Party disclose any Proprietary Information or allow access to any Proprietary Information to any third-party without first securing (a) prior written consent from the Disclosing Party, and (b) a written agreement executed by such third-party agreeing to maintain the confidential nature of the Proprietary Information consistent with the provisions of this section 4. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof (except for trade secrets for which protection will continue for so long as such items remain trade secrets) or any information that the Receiving Party can document (a) is or becomes generally available to the public due to no fault of the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary

Information of the Disclosing Party or (e) is required to be disclosed by law (but only to the extent of such required disclosure).

- 4.2** Notwithstanding anything to the contrary, SenSource shall have the right to collect, analyze and aggregate data and other information relating to the provision, use and performance of various aspects of the Solution and related systems and technologies (including, without limitation, information concerning de-identified or aggregated Customer Data and data derived therefrom, but excluding any statistical information specific to You obtained or generated from Your use of the Solution and Software), and SenSource will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Solution and for other development, diagnostic and corrective purposes in connection with the Solution and other SenSource offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

5. SOFTWARE WARRANTY AND DISCLAIMER

- 5.1** SenSource shall use reasonable efforts consistent with prevailing industry standards to maintain the Solution in a manner that minimizes errors and interruptions in the Solution, and shall perform the implementation and support Services in a professional and workmanlike manner. The Solution and associated Services may be temporarily unavailable for reasonable scheduled maintenance or for unscheduled emergency maintenance, either by SenSource or by third-party providers, or because of other causes beyond SenSource's reasonable control, but SenSource shall use reasonable efforts to provide advance notice of any scheduled service disruption and limit disruptions where possible to non-business hours. If during the Initial Term (as defined below), SenSource is unable to perform the Services consistent with the foregoing performance warranties and is unable to cure such failure within a reasonable period after receipt of written notice from You describing the breach of warranty, You at Your option may terminate this Agreement and SenSource will provide You with a pro rata refund of all Service and subscription fees paid to date by You under this Agreement for future Services or Software subscription based on (i) the date of Your notice of warranty breach and (ii) the remaining portion of the Initial Term as of such date. No fees paid for hardware components shall be refunded under this Section 5.1.
- 5.2** The SaaS-based portion of the Solution shall be available 99% of the time, measured monthly, excluding scheduled maintenance (not to exceed 2 hours per month), force majeure and other devices, utilities, connections and circumstances beyond the reasonable control of SenSource. Any request by the Customer that requires interrupting the Solution, will also be excluded from uptime or downtime calculation. Further, any downtime resulting from SenSource's suspension of the Solution or blocking of data communications or other services in accordance with its policies will also be excluded from any such calculation.
- 5.2.1** Your sole and exclusive remedy, and SenSource's entire liability, in connection with downtime shall be that SenSource will credit Customer 5% of the monthly SaaS fee for each full hour (60 consecutive minutes) that exceeds 7 hours (1% of downtime during the month in which it occurred. Downtime shall begin to accrue as soon as You (with notice to SenSource) recognize that downtime is taking place, and continues until the availability of the Solution is restored. Such credits may not be redeemed for cash and shall not be cumulative beyond a maximum 35% of the monthly SaaS fees in any one (1) calendar month. In order to receive downtime credit, You must notify SenSource in writing with proof of the downtime within seven days from the time of occurrence, and failure to provide such notice will forfeit the right to receive downtime credit.
- 5.2.2** The credits for downtime will be applied to Your account to offset future payments (it will not expire) or it will be issued as a refund check at the end/termination of the Agreement.

- 5.3 SENSOURCE DOES NOT GUARANTEE THAT THE SOLUTION WILL BE PROVIDED, OR THAT SERVICES WILL BE PERFORMED, ERROR-FREE OR IN AN UNINTERRUPTED MANNER, OR THAT SENSOURCE WILL CORRECT ALL SOLUTION ERRORS.
- 5.4 YOU ACKNOWLEDGE THAT SENSOURCE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES OUTSIDE OF ITS CONTROL, INCLUDING THE INTERNET, AND THAT THE SOLUTION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SENSOURCE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 5.5 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION OR OTHERWISE IN THIS AGREEMENT, THE NON-HARDWARE PORTION OF THE SOLUTION AND ALL SERVICES ARE PROVIDED "AS IS" AND SENSOURCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. INDEMNITY

SenSource shall indemnify, defend and hold You harmless from any and all third party claims, demands, actions, causes, causes-of action by, and liability to third parties, and related loss, cost and expense (including but not limited to reasonable counsel fees) resulting from infringement by the Solution of any United States patent or any copyright or misappropriation of any trade secret or other intellectual property rights enforceable in the United States, provided SenSource is (A) promptly notified by You of any and all threats, claims and proceedings against You related thereto and upon request, You give reasonable assistance (at no cost or expense to You) and (B) given the opportunity to assume sole control over defense and settlement. SenSource will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Solution to the extent a claim arises from (i) components not supplied by SenSource under this Agreement, (ii) components made in whole or in part in accordance with Your specifications, (iii) modifications to the portions or components of the Solution by You or Your agents after delivery by SenSource, (iv) Your combination of any part of the Solution with other products, processes or materials not supplied by SenSource where the alleged infringement relates to such combination, (v) Your continued use of allegedly infringing portions or components of the Solution after SenSource has provided You with modifications or replacement that avoid the alleged infringement, or (vi) Your use of the Solution in violation of this Agreement. If, due to a claim of infringement, the Solution is held by a court of competent jurisdiction to be or are believed by SenSource to be infringing, SenSource may, at its option and expense (a) replace or modify the Solution to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for You a license to continue using the Solution, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Your rights hereunder and provide You a refund of any prepaid, unused fees for the Solution.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT FOR (A) BODILY INJURY OF A PERSON, (B) INDEMNIFICATION OBLIGATIONS HEREIN, (C) CUSTOMER'S MISUSE OR MISAPPROPRIATION OF THE SENSOURCE'S PROPRIETARY INFORMATION OR INTELLECTUAL PROPERTY, OR (D) REFUND RIGHTS AS SET FORTH HEREIN, NEITHER PARTY (NOR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS)) SHALL BE LIABLE TO THE OTHER: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. IN ANY AND ALL CASES, EXCEPT FOR INDEMNIFICATION CLAIMS PURSUANT TO SECTION 6, SENSOURCE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENSOURCE FOR THE SOLUTION UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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8 SUPPORT TERMS

SenSource support Services under this Agreement are designed to proactively monitor, maintain and support the complete Solution.

- 8.1 PROACTIVE MAINTENANCE - SenSource will continuously monitor the Solution for problems with network connectivity and system performance. Detected accuracy issues will be diagnosed and corrected remotely by SenSource staff within 24 hours whenever possible with little or no intervention from You. Proactive support will require that SenSource have limited secure network access to portions of the Solution (including hardware) installed on the Customer's premises and/or network. SenSource does NOT provide warranty, service or support to systems, software databases or hardware not provided by SenSource. Sensors operating out of specification will be adjusted remotely when possible. Optional remote visual accuracy validation services are available upon request.
8.2 TRAINING Customers receive two formal remote training sessions, typically two hours each. The formal training sessions include step-by-step demonstrations of how to setup dashboards and reports.
8.3 CUSTOMER CONTACTS FOR SUPPORT RELATED INCIDENTS - The SenSource Solution will direct notifications to the parties defined below.
8.3.1 Notifications regarding system outages or changes should be sent to [RECIPIENT NAME] at [RECIPIENT EMAIL].
8.3.2 Notifications regarding device connectivity issues should be sent to [RECIPIENT NAME] at [RECIPIENT EMAIL].
8.4 PHONE SUPPORT - Unlimited remote technical support is provided while you pay for such Services. Should Customer discontinue paying under this Agreement or allow the coverage to expire, but requests support Services, Customer will incur charges for technical support based on current rates. Customer may contact SenSource technical support by calling [1-800-239-1226 x3] during operation hours or initiate a helpdesk ticket any time by visiting https://www.sensourceinc.com/contact-us/contact-support/. SenSource will use commercially reasonable efforts to respond to Your support request within one (1) business day.

Support Options

Table with 2 columns and 3 rows. Row 1: Phone Support (1-800-239-1226 x3, Available 8 a.m. - 6 p.m. Eastern Time Monday - Friday (excluding holidays) for all other issues requiring attention, report problems or bugs and/or assistance of any kind. SenSource will make commercially reasonable attempts to answer these calls immediately or respond within one business day.) Row 2: Report Trouble Ticket (https://www.sensourceinc.com/contact-us/contact-support/, Visit the customer support contact page to enter a helpdesk ticket.) Row 3: Holidays (New Year's Day, January 1st; Memorial Day, Last Monday in May; Independence Day, July 4th; Labor Day, First Monday in September; Thanksgiving Day, Christmas Eve, December 24th; Christmas Day, December 25th; New Year's Eve, December 31st; SenSource observes these US holidays; If the holiday falls on a Saturday, the preceding Friday will be observed; If the holiday falls on a Sunday, the following Monday will be observed.)

8.5 PAYMENT & RENEWALS FOR RECURRING FEES – The invoice date (date of first shipment) is the beginning of recurring fees under this Agreement. Annual hosting, service or subscription payments and renewal dates are based on the quarterly billing cycle as follows:

SaaS Effective Date	SaaS Renewal and Billing Date
January 1 – March 31	March 31
April 1 – June 30	June 30
July 1 – September 30	September 30
October 1 – December 31	December 31

The cost of adding additional sensors to an existing Solution will be prorated based on the number of days remaining in the current program. Please see Section 13 for additional payment terms.

9 PRICING FOR POST ROLLOUT INSTALLATIONS AND OUT OF SCOPE SERVICES

- 9.1** Unless otherwise agreed to in writing, Services not covered under warranty or any other support agreements or included in the original scope of work will be charged to the Customer as set forth below. There is no extra charge for use of materials listed in the spare parts kit.
- 9.2** This list is not exhaustive but is intended as a guideline for most Services. Special circumstances may arise which may incur additional charges not shown below. These charges will be communicated to the Customer prior to performing work. Billing will be performed weekly, and all payments are due at Net 30 day terms from the receipt of invoice. Any billing disputes must be brought to the attention of SenSource within 30 days of invoice receipt or the invoice will be considered approved, absent manifest error.

Type	Service Description	Price (\$ US)
BASE SERVICE RATE*	Base service rate includes up to 2 hrs to install one sensor or repair the system.	\$300
	Installation of additional sensors *	\$150
CABLE*	Standard Cable Run* (replacement or new cable up to 150 ft)	\$225
	Installation of additional cable in 50 ft increments	\$75
CANCEL	Cancellation Fee	\$120
HOURLY RATE	Additional hour billed in 15 minute increments	\$120
CUSTOM PROGRAMMING	Hourly rate for custom software modifications	\$200
SHIPPING	Shipping for items to and from a facility which are not covered under warranty will be billed back to the Customer at shipping and handling rates available at the time items are shipped	
* Rate does not include: Installation or replacement of cable runs or special equipment required to reach high ceilings		

10 PAYMENT AND DELIVERY

- 10.1** Payment terms are subject to credit approval. All shipments are Freight on Board (FOB) SenSource plant. Payment shall not prejudice claims on account of omissions or shortage in shipment, but no such claim will be allowed unless made within 30 days after receipt by Customer. Payments will be considered delinquent if not received by SenSource within 30 days after

delivery of invoiced items. A Late payment fee of 2% (two percent) per month or the highest percentage permitted by law will be added to the outstanding delinquent amounts of invoices. Orders exceeding \$50,000 USD will require partial prepayment as agreed upon in a separate document when orders are placed.

- 10.2** SenSource reserves the right to adjust ongoing annual hosting, SaaS subscription, and support Services fees upon no less than sixty (60) days prior written notice to You (which may be sent by email) before the expiration of this Agreement or any future renewals of this Agreement. Adjustments to fees will only apply to renewals and will not affect pricing that are in effect for the remainder of the current Agreement term.
- 10.3** Changes in Specification or Designs: Should Customer request that changes be made in the specifications or design relating to any part of the Solution, delivery dates and schedules shall be revised accordingly. If necessary an equitable adjustment, upward or downward, shall be made in price.
- 10.4** You agree that You have not relied on the future availability of any enhancements to programs or updates in entering into the payment obligation in the Order Form; however, the proceeding does not relieve SenSource of its obligation to deliver the Solution that You have ordered.
- 10.5** SenSource may choose to bill through an invoice, in which case, full payment for invoices (not subject to a bona fide billing dispute) issued in any given month must be received by SenSource within thirty (30) days after Your receipt of the invoice. If You dispute a portion of an invoice You agree to timely pay the undisputed portion and to contact SenSource promptly concerning the disputed portion in order that the parties may promptly resolve the invoice dispute in good faith. Unless You certify that You are exempt from such taxes, You shall be responsible for any sales or use taxes associated with the Solution (other than U.S. taxes based on SenSource's net income) which, if applicable will be included on SenSource's invoice.
- 10.6** Price Revision: Prices are binding on SenSource when Customer's Order Form is accepted and this Agreement is executed. No revision of prices shall be made or requested, except as specifically provided herein, unless there is attached to SenSource's quotation and/or acceptance of Customer's order a rider specifically setting forth the terms and conditions of such revision, which rider shall become a part of SenSource's terms as though fully set forth in SenSource's quotation and acceptance of Customer's order.
- 10.7** Delivery: SenSource shall not be liable for any delays in or failures of delivery due to force majeure which includes acts of God or public authority, labor disturbances, accidents, fires, floods, extreme weather conditions, failures of and delays by carriers, shortages of material, delays of a supplier due to causes beyond its control, or any other cause beyond the control of SenSource. SenSource shall notify Customer of any such delays as soon as it becomes apparent. IN NO EVENT SHALL SENSOURCE BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGE ARISING OUT OF DELAY IN OR FAILURE OF DELIVERY. Customer's requested delivery date or schedule shall be approximate and subject to SenSource's approval and acceptance. All products are shipped via freight prepaid service unless otherwise specified by the Customer. All freight and delivery charges will include insurance for loss or damage to goods provided by SenSource. Restocking Policy: Acceptance of returned merchandise for refunds and/or credit is at the discretion of the SenSource and will adhere to the terms set forth below.
- 10.8** Returning Materials: A pre-approved Returned Material Authorization (RMA) form must accompany merchandise that is returned for credit, repair or replacement. Return authorizations must be pre-approved by SenSource. When materials are received, an inspection will be performed to determine if restocking charges are applicable. Material that does not have an authorization may be returned to the Customer at Customer's expense.
- 10.9** Restocking Charges: Except in cases of warranty claims and systems designated for trial by Customer, returned items may incur a minimum 20% restocking fee if returned in resalable condition. Resalable is defined as fully functional with no physical evidence of use. Restocking charges may vary depending on the quantity and specialty of the items being returned therefore SenSource must always be contacted prior to returning items. Address for Returned Merchandise: SenSource Returns, 3890 Oakwood Avenue, Youngstown, OH 44515.

11 TERM AND TERMINATION

- 11.1** Termination, Reduction in Quantity, Rescheduling Delivery: In the event Customer desires to terminate any part or all of the work to be done hereunder, to reduce the quantity of goods ordered, or reschedule the delivery of any goods, fair compensation shall be made to SenSource. SenSource shall recover, without duplication, the contract price for items or Services which have been completed, the actual costs incurred by SenSource which are properly allocable or apportionable under recognized commercial accounting practices to terminate work (including cost of discharging liabilities) plus a reasonable profit, the reasonable costs and expenses incurred by SenSource in making settlement hereunder and in protecting property in which Customer has an interest, and/or the increased costs incurred by SenSource by reason of a revision in the delivery schedule.
- 11.2** Subject to earlier termination as provided below, this Agreement shall continue for the Initial Term as specified in the Order Form (attached as Exhibit B), and shall be subject to automatic renewal for additional one (1)-year terms thereafter, unless either party provided the other party with at least sixty (60) days' written notice of non-renewal prior to the end of the then-current term. If no Initial Term is specified in the Order Form, the Initial Term shall be one (1) year.
- 11.3** In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' prior written notice (ten (10) days' prior written notice in the case of Customer's nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and fails to reasonably cure such breach within the notice period. Customer will pay in full for the Solution and all Services performed up to and including the last day on which the Solution is provided. Upon any termination, SenSource will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, and thereafter SenSource may delete any stored Customer Data. SenSource is not obligated to delete data that is stored in a generic, aggregated or unidentifiable manner.
- 11.4** SenSource may immediately suspend access to the Solution upon termination of this Agreement (whether the termination is due to an uncured breach or because of a notice of non-renewal). All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

12 MISCELLANEOUS

- 12.1** SenSource is an independent contractor and the parties agree that no partnership, joint venture, or agency relationship exists between the parties. The parties are each responsible for paying their own employees, including employment-related taxes and insurance.
- 12.2** You shall obtain at Your sole expense any rights and consents from third parties with whom You have contracts that may be necessary for SenSource and its subcontractors to perform the Services under this Agreement.
- 12.3** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be revised and amended hereto to adhere to law and preserve the original intent as much as reasonably possible. If the provision cannot be revised it will be deemed eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.
- 12.4** This Agreement is not assignable, transferable or sublicensable by You except with SenSource's prior written consent; provided, however, that upon written notice to SenSource You may assign this Agreement to one of Your affiliated entities provided such assignee agrees in writing to SenSource to comply with Your continuing obligations hereunder. SenSource may transfer and assign any of its rights and obligations under this Agreement without consent in connection with a sale of all or substantially all of its assets, a merger or acquisition, or any other change of control of SenSource or its business operations, provided such assignee or successor in interest agrees to comply with SenSource's continuing obligations hereunder.
- 12.5** This Agreement, together with its Exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to

the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

12.6 All notices required hereunder must be sent in writing (which may include confirmed email) to the addresses below:

Notice to SenSource: Joseph Varacalli, President, SenSource, Inc. 3890 Oakwood Ave., Youngstown, Ohio 44515; jvaracalli@Sensourceinc.com.

Notices to You shall be addressed to: [NAME, COMPANY NAME, ADDRESS, EMAIL]

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

12.7 You agree that SenSource may list You as a current client for marketing purposes.

12.8 Except for actions for nonpayment or breach of a party's proprietary rights or confidential information, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one year after the cause of action has accrued or the termination of this Agreement, whichever occurs first.

12.9 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees. This Agreement shall be governed exclusively by the laws of the State of Ohio without regard to its conflict of law's provisions; provided, however, that nothing herein shall constitute or be deemed to constitute a waiver of sovereign immunity. The parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Mahoning County, Ohio for the resolution of all disputes under, arising from or relating to this Agreement, its performance, the Solution, or otherwise between the parties, and both parties agree that they shall not contest venue in such courts. The parties agree that this Agreement shall not be governed by any codification of Articles 2 or 2A of the Uniform Commercial Code, or any references to the United Nations Convention on Contracts for the International Sale of Goods.

12.10 Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license), or other event outside the reasonable control of the obligated party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel unperformed Services and remaining Solution subscription upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Solution.



Better Decisions Start Here

3890 Oakwood Ave.
Youngstown, OH 44515-3033
Phone: (800) 239-1226
US Fax: (877) 517-2586
Intl. Fax: (858) 300-5327
www.sensourceinc.com

ACKNOWLEDGEMENT

SenSource and You agree that this SaaS, Installation & Support Agreement ("Agreement") is entered into on this [] day of _____, 20__ (the "Effective Date") between SenSource, Inc. with a place of business at 3890 Oakwood Avenue, Youngstown, Ohio 44515 ("SenSource"), and the [COMPANY NAME] with a place of business at [COMPANY ADDRESS] ("Customer" or "You").

There shall be no force or effect to any different terms or agreements (such as terms on a purchase order) unless specifically signed by both parties and are appended to this Agreement.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "COMPANY" AND "YOU" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY. YOU MAY ONLY SIGN THIS AGREEMENT IF YOU HAVE SUCH AUTHORITY AND IF YOU AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT.

Table with 2 columns and 5 rows for signature and name information.



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Exhibit B – ORDER FORM

Glowforge Terms of Purchase and Service

 glowforge.com/terms

Glowforge Terms of Purchase and Service

Last Updated: July 25, 2023

Welcome, and thank you for your interest in Glowforge, Inc. (“**Glowforge**,” “**we**,” or “**us**”) and our website at glowforge.com and subdomains including shop.glowforge.com, app.glowforge.com, and community.glowforge.com, along with our related websites, networks, software applications, and hardware products and accessories. These Terms of Purchase and Service are a legally binding contract between you and Glowforge regarding your purchase of any Product from Glowforge (whether purchased directly from us or indirectly from another source) and your use of the Service (each defined below).

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING ON THE “BUY”, “BUY NOW”, “PURCHASE”, “PAY NOW”, “CHECKOUT”, OR OTHER SIMILAR BUTTON TO MAKE A PURCHASE, OR BY OTHERWISE PURCHASING A PRODUCT, OR BY CLICKING “I ACCEPT,” OR BY DOWNLOADING OR INSTALLING SOFTWARE OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR PURCHASES AND USE OF THE SERVICE, YOU AGREE TO BE BOUND, BY THE FOLLOWING TERMS AND CONDITIONS (“**TERMS**”).

IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU SHOULD NOT PURCHASE ANY PRODUCT AND YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR PURCHASE OF A PRODUCT AND USE OF THE SERVICE, AND GLOWFORGE’S PROVISION OF ANY PRODUCT OR THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY GLOWFORGE AND BY YOU TO BE BOUND BY THESE TERMS.

IF YOU ARE MAKING PURCHASES OR ACCESSING AND USING THE SERVICE FROM THE EUROPEAN UNION, CERTAIN SEPARATE TERMS APPLY AS INDICATED BELOW.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 6.7, and except if you are in the European Union, you agree that disputes arising under these Terms (including any dispute arising from your purchase or use of the Product) will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND GLOWFORGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU

AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 6.7)

1. **SECTION 1 - DEFINITIONS.** The following definitions apply throughout these Terms:

1. “**Community Content**” means Content uploaded, posted, or shared to a public area of the Service (e.g. the Glowforge community forum) by users of the Service.
2. “**Content**” means designs, messages, specifications, reviews, photos, video, images, data, text, and other types of works.
3. “**Feedback**” means input and suggestions made to Glowforge regarding any matter, including any aspect of a Product or the Service.
4. “**Glowforge Content**” means Content owned by Glowforge or licensed by Glowforge from a third party under license terms other than these Terms.
5. “**Prints**” means a physical object that incorporates some or all of the Content
6. “**Product**” means Glowforge’s hardware products, including those known as “Glowforge® Basic,” “Glowforge Plus,” “Glowforge Pro,” “Glowforge Aura™,” and Glowforge air filter products (including “Glowforge Performance Filter™” and “Glowforge Personal Filter™”) and related spare parts, materials, and accessories.
7. “**Service**” means Glowforge’s hosted service, which controls the Product, allows access to make additional purchases, stores Content, and enables performing various other functions, including through a mobile application.

2. SECTION 2 - OVERVIEW

1. **Overview.** Glowforge makes available Products and Services that enable users to create Prints. To use a Product, you must register for an account and connect to our Service, which allows you to access Content and create Prints. You must be connected to the Service in order to use the wireless hardware Product, access Content, and create Prints.
2. **Eligibility.**
 1. **Service.** You must be at least 13 years old to use the Service. If you are under 18, you must have the consent of your parent or guardian on your behalf and only use the Service under their direct supervision. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations.
 2. **Purchases.** You must be at least 18 years old to make purchases from Glowforge. By making a purchase from Glowforge, you represent and warrant to us that you are at least 18 years old.
 3. **Entity Users.** If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
3. **Accounts and Registration.** To use a Product, and to access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password.
4. **User Accounts.** Each user must have their own account, must have no more than one account, and you also agree that you will not allow others to use your account. If any person, other than yourself, uses your account, you will be in violation of these Terms and we may take such measures as we deem necessary in our discretion, including termination of your account with us and ceasing to provide you with access to the Service. If you believe that your account is no longer secure, then you must immediately notify us.

5. **Use of Products and Services.** You represent that each Product you purchase is for your own use and not for resale. Use of the Product may be subject to local laws, regulations, and ordinances in your jurisdiction, including air quality laws, noise control laws, and other health and safety laws. You are responsible for complying with all applicable laws. It is your responsibility to determine whether your use of the Product complies with local laws, regulations, and ordinances. For example, Glowforge makes units available with air filters, but you are still responsible for determining whether the air filter meets any standards required by the laws in your jurisdiction. You may request information about the Product from Glowforge to assist you in making your determination, but Glowforge may not have such information available and will not be liable for errors in that information or for your determination. If you do not have sufficient information to determine whether your use of the Product will comply with all applicable laws, regulations, and ordinances, then you should not purchase the Product. You must also use each Product in strict accordance with the applicable user documentation. The wireless hardware Product will not work without an Internet connection and an account on the Service. Use of the Service is subject to these Terms. If you violate the Terms, you may not be able to use the wireless hardware Product or certain features of the wireless hardware Product. Glowforge will not be liable for your inability to use any Product.
6. **Privacy Policy.** Please read the Glowforge Privacy Policy posted at <https://glowforge.com/privacy-policy/> carefully for information relating to our collection, use, storage and disclosure of your personal information.

3. SECTION 3 - TERMS APPLICABLE TO THE SERVICE

1. Licenses.

1. **License to use the Service.** Subject to your complete and ongoing compliance with these Terms, Glowforge grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) access and use the Service; and (b) install and use one object code copy of mobile applications made available by Glowforge and obtained from a legitimate marketplace on each mobile device that you own or control.
2. **License Restrictions on use of the Service.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform any portion of the Service (including any mobile application); (b) make modifications to any portion of the Service; (c) access the Service (or any portion of the Service) by any automated means that is unauthorized by Glowforge (e.g., calling undocumented APIs, access of the Service via a 'bot'); (d) access the Service (or any portion of the Service) in order to build a competitive or similar service; or (e) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.
3. **License to Glowforge Content and Community Content.** Subject to your complete and ongoing compliance with these Terms, and the restrictions or requirements of the Service, Glowforge grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) modify Glowforge Content and Community Content as permitted by the functionality of the Service; and (b) create Prints using or incorporating Glowforge Content and Community Content.

4. License Restrictions on Glowforge Content and Community Content.

You may not sell or re-sell Glowforge Content or Community Content, whether or not such Glowforge Content or Community Content has been modified. Some Glowforge Content and Community Content may be subject to restrictions, e.g., payment, when it may be printed, and whether a Print using or incorporating Glowforge Content or Community Content may be used for commercial purposes. For clarity, you may use, distribute, sell, and re-sell Prints using or incorporating (a) your Content at your discretion, and (b) Glowforge Content or Community Content at your discretion unless otherwise restricted by the terms of the Glowforge Content or Community Content. Without limiting any other rights or remedies under these Terms, Glowforge may suspend or terminate access to any Glowforge Content or Community Content if Glowforge no longer has the rights to or believes such Glowforge Content or Community Content could become the subject of an infringement claim. No refunds will be issued for such suspension or termination.

- 5. Feedback.** If you choose to provide Feedback, then you hereby grant Glowforge an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Products and the Service, and to create other products and services.

2. Your Content.

1. **Your Content Generally.** Certain features of the Service may permit you to upload, create, or post Content on the Service. You retain any copyright and other proprietary rights that you may hold in the Content that you post to or create in the Service, except as modified by your own action or actions to grant a license in accordance with Section 3.2.2 or 3.2.3.
2. **License Grant to Your Private Content.** If you upload or create Content in a private area of the Service , you grant Glowforge a worldwide, non-exclusive, royalty-free, fully paid right and license to host, store, transfer, display, perform, reproduce, and modify such Content for the full period of time that you maintain your account on the Service, solely to enable your use of that Content or to resolve any issues that may arise with the Service. Glowforge will treat any Content you upload or create in a private area of the Service as confidential. If you delete your Content from a private area of the Service, Glowforge may, but is not obligated to, retain copies of your deleted Content.
3. **License Grant to Your Public Content.** If you upload, create, post, publish or share Content to a public area of the Service (e.g. the Glowforge community forum), you grant Glowforge a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute such Content, in whole or in part, in any media formats and through any media channels now known or later developed. For other users of the Service, any Content you post or create in a public area of the Service is considered Community Content. You retain your right to license your Content to other people at your sole discretion, unless you enter into an agreement with Glowforge that states otherwise. If you delete your Content from a public area of the Service, you may maintain that Content in a private area of the Service. Glowforge may, but is not obligated to, retain copies of your Content that you have deleted from a public area of the Service. Deletion of Content from a public area of the Service does not affect rights of users in the copies of that Content downloaded before you deleted it, or Prints already created incorporating your Content. Additionally, Glowforge may allow you to monetize your Content. Such an arrangement will be conditional on your acceptance of other terms in a separate agreement with Glowforge.

- 4. Your Content Representations and Warranties.** You are solely responsible for your Content and the consequences of submitting, posting, publishing, creating, or sharing Content. By submitting, posting, publishing, creating, or sharing Content, you affirm, represent, and warrant that: • you are the creator and owner of that Content, or have the necessary licenses, rights, consents, and permissions to authorize Glowforge to use and distribute that Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Glowforge, the Service, and these Terms; • your Content, and the use of your Content as contemplated by these Terms, complies with the requirements under Section 3.6 (Prohibited Conduct).
- 5. No Responsibility of Glowforge.** Glowforge is under no obligation to make available, edit, or control Content that you post, publish, or create, and will not be in any way responsible or liable for your Content. Glowforge may, however, at any time and without prior notice, screen, remove, edit, or block any Content that in our sole judgment may not be compatible with our Products, violate these Terms, or is otherwise objectionable.
- 3. Community Content Disclaimer.** You understand that when using the Service you will be exposed to Community Content from a variety of sources and acknowledge that such Community Content may be defective (e.g., contains an error that causes your materials, Print, or Product to be damaged), inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Glowforge with respect to Community Content. If notified by a user or content owner that Community Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the Community Content, which we reserve the right to do at any time and without notice. For clarity, Glowforge does not permit copyright-infringing activities on the Service.

4. **Monitoring Content.** Glowforge does not control and does not have any obligation to monitor Content made available by third parties, including Community Content, or the use of the Service by its users. You acknowledge and agree that Glowforge reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Glowforge chooses to monitor Content, Glowforge still assumes no responsibility or liability for Content or any loss or damage incurred as a result of the use of Content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy. Without limiting any other rights or remedies under these Terms, Glowforge may suspend or terminate access to any Content if Glowforge no longer has the rights to such Content or believes such Content could become the subject of an infringement claim. No refunds will be issued for such suspension or termination.

5. Digital Millennium Copyright Act.

1. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about Content or material posted on the Service, you may contact our Designated Agent at the following address: Glowforge, Inc. ATTN: Legal Department (Copyright Notification) 1938 Occidental Avenue South Suite C Seattle, WA, 98134, USA Email: copyright@glowforge.com

Any notice alleging that Content or materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - a description of the copyright-protected work or other intellectual property right that you claim has been infringed; a description of the Content or material that you claim is infringing and where it is located on the Service;
 - your address, telephone number, and email address;
 - a statement by you that you have a good faith belief that the use of such Content or materials on the Service is not authorized by the copyright owner, its agent, or the law; and
 - a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
2. **Repeat Infringers.** Glowforge will promptly terminate without notice the accounts of users that are determined by Glowforge to be "**Repeat Infringers.**" A Repeat Infringer is a user who has been notified of infringing activity or has had Content removed from the Service at least twice.

6. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

1. Use the Service for any illegal purpose or in violation of any local, state, national, or international law;
2. Use the Service to design or manufacture any dangerous or illegal material, or in any way that may cause physical harm to a person or animal or damage any property;
3. Use the Product or Service other than intended as described in Glowforge user manuals and the instructions found on Glowforge's websites, software packages, and mobile applications;
4. Violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
5. Post, upload, create or distribute any Content or other material that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
6. Interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit unlicensed use or copying of any Content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; or (c) attempting to interact with the Service in a way not authorized by this agreement;
7. Interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
8. Perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, providing incorrect information when creating or modifying a Service account, or falsifying your age or date of birth;
9. Sell or otherwise transfer the access to the Service granted under these Terms or any materials available via the Service or any right or ability to view, access, or use any material available via the Service;
10. Use an account to access the Product without express permission from the owner of that Product;
11. Use, evaluate, view, or copy the Service, including any source code or user interface, in whole or in part, in order to compete with the Service; or

12. Attempt to do any of the acts described in this Section 3.6, create tools to facilitate the acts described in this Section 3.6, or assist or permit any person in engaging in any of the acts described in this Section.

7. Third Party Terms.

1. **Third-Party Services and Linked Websites.** Glowforge may provide tools through the Service that enable you to export information, including Content, to third party services, including through features that allow you to link your account on Glowforge with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under Glowforge’s control, and Glowforge is not responsible for any third party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.
2. **Third Party Software.** The Service may include or incorporate third party software components, which may be subject to additional third-party terms, or may be licensed directly from third parties. Glowforge is not responsible for any third party software components.
3. **Third Party Content.** The Service may include Content licensed by Glowforge from third parties, which may be subject to additional third-party terms. Glowforge is not responsible for any third party Content. 3.7.3.1 **Artwork.** All items designated as “artwork” on the Service are licensed from The Noun Project and are subject to The Noun Project terms and conditions at <https://thenounproject.com/legal/#!/terms-of-use>.

8. Term, Termination of Use; Discontinuation and Modification of the Service.

In connection with the Service these Terms will cease to apply when terminated as described in this Section. You may terminate your account at any time by contacting customer service. If you violate any provision of these Terms, your permission from us to use the Service will terminate automatically. In addition, Glowforge may in its sole discretion suspend or terminate your access to the Service, or portions of the Service, during an investigation of a violation of these Terms. Glowforge's determination that a violation has occurred will be in its sole and absolute discretion. Upon Glowforge's determination that a violation has occurred, Glowforge may immediately terminate your access to the Service or portions of the Service. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer have access to your account; (c) you must pay Glowforge any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination will survive. Glowforge also reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Glowforge will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

9. Additional Service Terms Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "**Additional Service Terms**"), such as end-user license agreements for any downloadable software applications, user manuals, or rules, instructions, or directives that apply to a particular feature or Content on the Service, subject to Section 6.2. All Additional Service Terms are incorporated by this reference into, and made a part of, these Terms.

4. SECTION 4 - PURCHASES

- 1. Product Availability.** Purchases of the Product may be subject to estimated availability as described on the Glowforge website at the time that you place your order and updated from time to time via communications on community.glowforge.com or through email.
- 2. Pricing.** Glowforge reserves the right to determine pricing for the Product, Service, and Content, as well as charges for shipping the Product. Glowforge will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Glowforge, at its sole discretion, may make promotional offers with different features and different pricing to any of Glowforge's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms. Except in the case of sales tax for certain locations which are identified when payment is taken, all import duties, taxes, tariffs, and other charges are not included in the Product price or shipping costs. These charges are your responsibility. Please check with your state and country's customs office to determine if there will be additional costs prior to completing your order. If you have already placed a pre-order and discovered that such taxes make your pre-order untenable for you, please [contact Glowforge support](#) to rescind your pre-order, and we will refund the amount you paid in connection with your pre-order in full. All orders for the Product must be paid in full, including shipping, prior to delivery by Glowforge of the Product to you. Glowforge reserves the right to suspend delivery and performance until full payment is received.
- 3. Shipping Charges.** We list shipping charges for each country on our website, and you must pay all shipping charges for the location of the address you provide. You must also pay all tariff, import, customs, tax, and other charges applicable in your jurisdiction. If shipping costs to the address that you provide for an accepted pre-order are higher than the shipping costs you paid at the time that you offered to purchase the Product, Glowforge may, in its sole discretion, require you to pay additional shipping fees or refund the full amount you paid.
- 4. General Payment Terms.** In order for your offer to purchase a Product to be eligible for Glowforge's acceptance, you must pay the amount for the Product elected by you as set forth on the relevant payment page by credit card through PayPal, Stripe, Affirm, or another payment method designated on our website. Payment does not guarantee acceptance by Glowforge. Glowforge may elect to offer premium Service features that require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All prices and fees are in U.S. Dollars and are non-refundable except as expressly described in these Terms.

5. **Authorization.** You authorize Glowforge to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Glowforge, to the payment method specified in your account. If you pay any fees with a credit card, Glowforge may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.
6. **Online Payment Transactions.** You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorize payment for any reason. Please note that it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.
7. **Product Orders.** Your order constitutes an offer to purchase a Product, and all orders are subject to Glowforge's acceptance. Except to the extent prohibited by applicable law, Glowforge may accept, decline, or place limits on your order for any reason. You do, however, acknowledge that by clicking on the "Buy", "Buy Now", "Purchase", "Pay Now" or other similar button or by undertaking other action evidencing an intent to purchase, you enter into an obligation to pay for the Product. If Glowforge rejects your offer, Glowforge will, as your sole and exclusive remedy and Glowforge's sole and exclusive liability, refund any amounts you paid as described in Section 4.13. If you do not provide your shipping information within 30 days of Glowforge's request, Glowforge may, at its sole discretion, provide you a full refund of the amount you paid or continue to attempt to contact you. Glowforge will make reasonable efforts to contact you to provide a refund after that 30 day period, but if Glowforge does not receive a response from you within 90 days of Glowforge's initial request for your shipping address, or if Glowforge is not able to process your refund after that 30 day period (for example, due to a cancelled credit card or closed PayPal account), then Glowforge will treat the amount that you paid as unclaimed property in accordance with applicable law.
8. **Order Contracts in the European Union.** If you are located in the European Union, and if we accept your offer to purchase a Product and are ready to ship the Product, we will confirm our acceptance by sending you a confirmation that the Product is ready for shipment. You will then be required to confirm that you still wish to purchase the Product ("**Order Confirmation**"). The contract between you and us in relation to your purchase of the Product ("**Order Contract**") will be formed only once you send us the Order Confirmation. The Order Contract will relate only to the Product that has been confirmed in the Order Confirmation. We will not be obliged to supply any other Product which may have been part of your order until such other Product has been confirmed in a separate Order Confirmation. Please print a copy of your Order Confirmation, including these Terms, for your records.

9. **Export Control.** You acknowledge that the Product may be subject to export control laws and other laws and regulations of the United States and other countries, and that if Glowforge ships the Product to you, the Product may be impounded or otherwise confiscated by customs or other authorities. You are responsible for compliance with all applicable export control laws and regulations. You represent that you will not export, re-export, or transfer indirectly or directly any Product outside of the United States without obtaining proper authorization from the applicable government agencies. Without limiting the immediately preceding sentence, you will not export, re-export, or transfer directly or indirectly any Product to: (i) an embargoed/terrorist supporting country, including Cuba, Iran, North Korea, Syria, Sudan, or any other such country as determined by the U.S. government; (ii) a person or entity barred by the U.S. Government on export activity lists, including persons or entities on the Treasury Department Specially Designated National List, Entities List, and Denied Persons List; or (iii) any destination for an end use that is prohibited by applicable law. You will defend and hold Glowforge harmless against all claims, damages, or liability resulting from breach of the foregoing.
10. **Title, Risk of Loss.** If you are not located in the European Union, title to the Product will pass to you when the Product is delivered to the carrier, after which all risk of loss or damage to any Product will be yours. If you are located in the European Union, title to the Product will pass to you when the Product is delivered to you by the carrier, after which all risk of loss or damage to any Product will be yours.
11. **Product Delivery.** Glowforge will attempt in good faith to deliver the Product in accordance with your order or any other schedule Glowforge may provide to you when placing the order, but Glowforge will not be responsible or liable for any delays or failure in such delivery. Glowforge expressly reserves the right to effect delivery of the Product ordered in any number of separate shipments, and the modes of transport and carriers will be decided at Glowforge's discretion. During any period of shortage, Glowforge may allocate its supply of the Product in any manner Glowforge deems appropriate. Your order will be delivered to the delivery address you specify when placing your order. If your delivery address is geographically remote or otherwise difficult to deliver to, it is possible that we may not be able to deliver there. If that is the case, we will notify you before we accept your order. Orders cannot be delivered to PO Box or similar addresses. Glowforge will not be responsible or liable for any delay or failure to deliver due to any cause which is unavoidable or beyond Glowforge's reasonable control. In such cases, Glowforge will have the right, at its option, without penalty or any liability for breach, to terminate all or any part of any order or to reschedule delivery within a reasonable time.

12. **Inspection.** You should carefully examine all Products upon receipt, and notify Glowforge of any alleged error, shortage, defect or non-conformity of the Product within 5 days after receipt. Your failure to examine and report will constitute a waiver of any claim against Glowforge arising under these Terms or by law with respect to any such error, shortage, defect, or non-conformity reasonably discoverable by examination. You agree to make any and all claims for damage or loss in transit against the carrier. The provision of this Section 4.12 will not apply to purchases made in the European Union.
13. **Refunds.** Eligible refunds may take up to 10 business days to process. All refunds are in US dollars. If you are located in the United States, returns are subject to the following conditions:
- o [Reserved.]
 - o Unopened Glowforge Basic, Plus, Pro, or Glowforge Performance Filter package(s) within 30 days of shipment with its original receipt: You will receive a refund for your purchase price, less shipping and a 10% restocking fee.
 - o Opened Glowforge Basic, Plus, or Pro unit, unused, within 30 days of shipment with its original receipt, with all original materials and packaging, undamaged: You will receive a refund for your purchase price, less shipping and a 15% restocking fee.
 - o Opened Glowforge Basic, Plus, or Pro unit used up to 50 prints, no visible wear or damage, within 30 days of shipment with its original receipt, with all original packaging and materials except the Proofgrade® materials, undamaged: You will receive a refund for your purchase price, less shipping and a 30% restocking and refurbishment fee.
 - o Opened Glowforge Performance Filter package, used or unused, within 30 days of shipment with its original receipt, with all original materials and packaging, undamaged: You will receive a refund for your purchase price, less shipping and a 30% restocking fee.
 - o After 30 days or 50 prints, whichever comes first, your Glowforge Basic, Plus, or Pro unit is no longer eligible for return.
 - o After 30 days your Glowforge Performance Filter unit is no longer eligible for return.
 - o Glowforge Aura and Glowforge Personal Filter: Not eligible for return or refund.
14. **European Union Compliance Terms-Preorder.** If you are located in the European Union, you may cancel your Order Contract at any time before the Product is delivered and up to 14 days afterwards, beginning on the day after the Product (in its entirety) is delivered to you. If you cancel, you will receive all payments returned to you in accordance with our policy below. To cancel an Order Contract, you must complete and submit our cancellation form at <https://glowforge.com/cancel-pre-order>.

15. **European Union Compliance Terms-Sent Back.** If you are located in the European Union and you cancel your Order Contract in accordance with Section 4.14, you must return the Product to us within 14 days after the day of notifying us of the cancellation, in the same condition in which you receive them (which does not interfere with your right to take any reasonable steps to examine the Product and make sure they conform to your order). You have a legal obligation to take reasonable care of the Product while in your possession. If you fail to comply with this obligation, we may have a right to deduct the cost of any deterioration (due, for example, to your having used the Product), up to the price of the Product, from the payment to which you are otherwise entitled. To return any Product, you must notify Glowforge, package the Product securely in all of its original packaging (making sure you include a note of your name and address (enclosing any returns slip, if we have provided one) inside the parcel), and follow all other instructions provided by Glowforge.
16. **Cost of Returns and Postal Insurance.** We advise that you take out enough postal/carriage insurance to cover the value of the contents. Please save your proof of posting/shipping and tracking information until your refund has been processed. You will be responsible for the cost and risk of returning the Product to us.
17. **European Union Compliance Terms-After Ordering.** If you are located in the European Union and you cancel your Order between us within the 14-day cooling-off period (see above), we will process any cancellation and resulting payment due to you promptly after we receive the Product back. We will remit the price paid in full (subject to any deduction we are entitled to make due to your use of or damage to the Product). However, this payment will not include your cost of returning the Product to us. If you received any promotional or other discount when you paid, any payment will only reflect the amount you actually paid in US Dollars. Refunds are made using the same method originally used by you to pay for your purchase, unless agreed otherwise.
18. **European Union Compliance Terms-Consumer Rights.** 1.1 If you are located in the European Union, details of your consumer rights are described in 4.14 through 4.17. Nothing in this Section 4 affects your legal rights.
19. **Product Information; Changes.** While we have taken reasonable steps to depict the Product as accurately as possible through the photographs and other images featured on our websites, the detailing (such as color, pattern and texture, etc.) you see on-screen will depend on your monitor and, as such, may not exactly reflect the actual detailing of a Product when you receive it. In addition, Glowforge expressly reserves the right, at any time and without notice, to discontinue the production or change the specifications of any Product or the Service.

20. **Subscription Service.** The Service may include additional, premium features that include automatically recurring payments for periodic charges (“**Subscription Service**”). Glowforge may offer a variety of Subscription Services, including special promotional plans, which may have differing conditions and limitations, which will be disclosed to you at sign-up or in other communications made available to you. If you decide to activate a Subscription Service, you authorize Glowforge to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The “**Subscription Billing Date**” is the date when you purchase your first subscription to the Service. Your account will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic subscription fee to your account. We will bill the periodic subscription fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). Glowforge may increase the subscription fee for any subsequent subscription period if Glowforge gives you advance notice of the increase before it applies to the email address which you provide to Glowforge. Glowforge may decrease the subscription fee for any subsequent subscription period without notice. You may cancel a Subscription Service by [contacting us](#). Payments for Subscription Services are nonrefundable. If you cancel, change your Subscription Service, or if your account is otherwise terminated under these Terms, you will not receive a credit, including for partially used periods of a Subscription Service.
21. **Trial Periods.** From time to time, Glowforge may offer trials of Subscription Services for a specified period without payment or at a reduced rate (a “**Trial**”). Glowforge may determine your eligibility for a Trial and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law. For some Trials, Glowforge may require you to provide your payment details to start the Trial. By providing such details you agree that Glowforge may automatically begin charging you for the Subscription Service on the first day following the end of the Trial and thereafter in accordance with Section 4.20. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE SUBSCRIPTION SERVICE BEFORE THE END OF THE TRIAL WITHIN YOUR ACCOUNT OR BY [CONTACTING US](#)
22. **Delinquent Accounts.** Glowforge may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

23. **Pre-Production Units.** If you have received a pre-production unit of the Product, your unit of that Product may be subject to additional or different terms provided when you confirm your address for shipment of that unit. You will cooperate with Glowforge to replace your pre-production unit of the Product with a production unit upon request.
24. **Support.** You may request support for the Service, including any problems with the Product, by contacting us. Glowforge is under no obligation to provide specific levels of support, or to meet specific response or resolution times.

5. SECTION 5 - Warranties and Disclaimers; Warranty Returns; LIMITATION OF LIABILITY

1. **Limited Warranty for Products.** If you are not located in the European Union, please review the limited Product warranty located at <https://glowforge.com/warranty>, carefully before making a purchase decision. If any law in your jurisdiction modifies this warranty, however, then Glowforge does not offer a warranty in your jurisdiction and nothing in this Section affects your legal rights.
2. **Faulty Products.** If you are located in the European Union, and if any Product is damaged or faulty when delivered to you or develops a fault, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights in the country in which you reside. If you believe a Product was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible in writing, giving your name, address and order reference. Nothing in this Section affects your legal rights.
3. **Warranty Returns.** Please see warranty return information at <https://glowforge.com/warranty>.
4. **No Warranty for Modified Products.** If you modify a Product, please be aware that your modification may cause loss of access to the Service or loss of some or all functionality of your Product. In addition, modification of your Product voids the limited warranty.
5. **All Content Licensed As-Is Without Warranty.** ALL CONTENT MADE AVAILABLE ON THE SERVICE IS PROVIDED AS-IS, WITHOUT ANY WARRANTY. WITHOUT LIMITING ANY OF THE DISCLAIMERS IN THESE TERMS, CONTENT MAY CONTAIN ONE OR MORE ERRORS CAUSING YOUR PRODUCT OR PRINT TO MALFUNCTION OR BE DAMAGED, MAY OTHERWISE BE INCORRECT, OR MAY VIOLATE APPLICABLE LAW. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL GLOWFORGE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE ANY CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GLOWFORGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **No Warranty for Prints.** GLOWFORGE DOES NOT WARRANT ANY PRINT THAT YOU MAKE THROUGH USE OF THE PRODUCT OR SERVICE. WITHOUT LIMITING ANY OF THE DISCLAIMERS IN THESE TERMS, PRINTS MAY BE DEFECTIVE, OR MAY VIOLATE APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR ANY PRINTS MADE THROUGH USE OF THE PRODUCT, INCLUDING THE SOLE RESPONSIBILITY FOR ENSURING THAT WHAT YOU MAKE IS SAFE AND SUITABLE FOR HOW IT IS USED.
7. **No Warranty for the Service.** THE SERVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. SAVE AS PREVENTED BY APPLICABLE LAW, GLOWFORGE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. GLOWFORGE DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND GLOWFORGE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS. GLOWFORGE IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT GLOWFORGE IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY CAUSED BY THE PRODUCT, SERVICE, ANY CONTENT, ANY OTHER MATERIALS OR PROPERTY, OR ANY PRINTS THAT YOU MAKE THROUGH USE OF THE PRODUCT OR SERVICE, OR CONTENT, OR ANY LOSS OF DATA.
8. **Limited Disclaimer.** HOWEVER, GLOWFORGE DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT GLOWFORGE IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

9. LIMITATION OF LIABILITY.

The provisions of this Section 5.9 apply if you are not located in the European Union, but nothing in this Section 5.9 affects your legal rights. See Section 5.10 if you are located in the European Union.

1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL GLOWFORGE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, ANY CONTENT ON THE SERVICE, OR ANY PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GLOWFORGE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
2. EXCEPT AS PROVIDED IN SECTION 6.7.5, (A) THE AGGREGATE LIABILITY OF GLOWFORGE TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE, CONTENT, OR PRINTS, UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (1) THE AMOUNT YOU HAVE PAID TO GLOWFORGE FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (2) \$100; and (B) THE AGGREGATE LIABILITY OF GLOWFORGE TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PRODUCT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT YOU PAID TO GLOWFORGE FOR THAT PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 5.9 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. LIMITATION OF LIABILITY - EUROPEAN UNION.

1. Nothing in these terms shall limit or exclude our liability to you for: (a) death or personal injury caused by our negligence; (b) fraudulent misrepresentation; (c) breach of any term implied by any consumer legislation applicable in the country in which you reside and which, by law, may not be limited or excluded; or (d) any other liability that, by law, may not be limited or excluded. Subject to the foregoing sentence, if you are a consumer and not a business customer, in no event shall we be liable to you for any business losses, and if you are a business customer, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability we do have for losses you suffer arising from any Order shall not exceed the purchase price of the relevant Product and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

6. SECTION 6 - GENERAL

- 1. Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you are required to accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
- 2. Ownership; Proprietary Rights.** The Service is owned and operated by Glowforge. The Product, Glowforge Content, and the visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), software, services, and all other elements of the Service are protected by intellectual property and other laws, and are the property of Glowforge or our third-party licensors. You may not make use of the Service except as expressly authorized by Glowforge. Glowforge reserves all rights in and to the Product, Service, and Glowforge Content not granted expressly in these Terms, or other Additional Service Terms. Glowforge may be independently creating content that may be similar to or competitive with your Content or Community Content. Nothing in this Agreement will be construed as restricting or preventing Glowforge from creating new content and exploiting any of Glowforge's intellectual property rights, without any obligation to you.
- 3. Indemnity.** You are responsible for your use of the Service, Content, Prints, and Products, and you will defend and indemnify Glowforge and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your access to, use of, or misuse of, the Service, Content, Prints, or any Product, in a way that is harmful to others; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

4. **Governing Law.** If you are not located in the European Union, these Terms are governed by the laws of the State of Washington without regard to conflict of law principles. You and Glowforge agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Seattle, Washington for the resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Washington, and we make no representation that the Service is appropriate or available for use in other locations. If you are located in the European Union, these Terms are governed by English law, except that (if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law. However, nothing in this Section 6.4 affects your legal rights.
5. **General.** These Terms and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Glowforge regarding your purchase of the Product and use of the Service. We are required by law to advise you that contracts may be concluded in the English language only and that no public filing requirements apply. Except as expressly permitted in these Terms, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 3.1.3, 3.8, 5, and 6, along with the Privacy Policy, and any other accompanying agreements, will survive.

6. **Force Majeure.** Glowforge will not be liable to you for any delay in delivery of the Product or your inability to access the Service, including any delay or lack of access due to an event beyond Glowforge's reasonable control, such as an act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood, epidemic, pandemic, labor shortage due to illness or illness mitigation, act of government, or any other natural or man-made condition outside of Glowforge's control. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms or any Order Contract that is caused by events outside our reasonable control.

7. **Dispute Resolution and Arbitration.**

The provisions of this Section 6.7 apply if you are not located in the European Union, but nothing in this Section 6.7 affects your legal rights. See Section 6.8 if you are located in the European Union.

- 1. Generally.** In the interest of resolving disputes between you and Glowforge in the most expedient and cost effective manner, and except as described in Sections 6.7.2 and 6.7.3, you and Glowforge agree that every dispute arising in connection with these Terms (including any dispute arising from your purchase or use of a Product) will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND GLOWFORGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- 2. Exceptions.** Despite the provisions of Section 6.7.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 3. Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 6.7 within 30 days after the date that you agree to these Terms by sending a letter to Glowforge, Inc. Attention: Legal Department – Arbitration Opt-Out, 1938 Occidental Avenue South, Suite C, Seattle, WA 98134 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once Glowforge receives your Opt-Out Notice, this Section 6.7 will be void and any action arising out of these Terms will be resolved as set forth in Section 5.4. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

4. **Arbitrator.** Any arbitration between you and Glowforge will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”). The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Glowforge. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
5. **Notice of Arbitration; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). Glowforge’s address for Notice is: Glowforge, Inc., 1938 Occidental Avenue South; Suite C; Seattle, WA 98134, USA. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Glowforge may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Glowforge must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Glowforge in settlement of the dispute prior to the award, Glowforge will pay you the highest of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

6. **Fees.** If you commence arbitration in accordance with these Terms, Glowforge will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in King County, Washington, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Glowforge for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
7. **No Class Actions.** YOU AND GLOWFORGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Glowforge agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
8. **Modifications to this Arbitration Provision.** If Glowforge makes any future change to this arbitration provision, other than a change to Glowforge's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Glowforge's address for Notice of Arbitration, in which case your account with Glowforge will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

9. **Enforceability.** If Section 6.7.7 is found to be unenforceable or if the entirety of this Section 6.7 is found to be unenforceable, then the entirety of this Section 6.7 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 6.4 will govern any action arising out of or related to these Terms.

8. **Dispute Resolution—European Union.** If you are located in the European Union, you agree that any dispute between you and us regarding these Terms or any Order will only be dealt with by the English courts, except that (if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country. The European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest and we are required to inform you that you may use it if there is a dispute that cannot be resolved between you and us.

9. **Notice; Consent to Electronic Communications.** Unless you are located in the European Union, by using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. If you are located in the European Union, we may give notice to you at either the email or postal address you provide to us when placing an Order. All notices given by you to us must be given in writing to the address set out below.

10. **Contact Information.** The Service and the Product are offered by Glowforge, Inc. located at 1938 Occidental Avenue South, Suite C; Seattle, WA 98134, USA. You may contact us by sending correspondence to that address or by [contacting us](#).

11. **Notice Regarding Apple.** This Section 6.11 only applies to the extent you are using a mobile application provided by Glowforge on an iOS device. You acknowledge that these Terms are between you and Glowforge only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
12. **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

TeamSoftware Solutions

Software to secure your public access computers

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The registration site license number will only be good for the length of time you have purchased, once this time expires PWB will revert back to unregistered and a new license number will need to be obtained.

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Public Web Browser newer than PWB v1 is not included as freeware and is distributed as licensed software.

Sorry, Public Web Browser version 1 is no longer available for public download. Public Web Browser version 2/3 is an inexpensive alternative to the freeware version that offers a much more stable and flexible browser. You can download PWB v2 for evaluation. The only limitations is the "<unregistered>" in the title bar and a 10 minute activity timer. If you need to fully explore PWB in a production environment, please email accounting@teamsoftwaresolutions.com (mailto:accounting@teamsoftwaresolutions.com?subject=30 Day PWB License) for a 30 day evaluation license.

Public Web Browser Site License: \$125 (US funds) (purchase.php)



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[Show Site License Graphical Representation](#)

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[Show Mixed Licenses Graphical Representation](#)

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Purchasing a Public Web Browser License

PURCHASE A LICENSE WITH A CREDIT CARD

[Purchase a License !\[\]\(6a9b39b98eb945faa14c645ec99e4eaa_img.jpg\) \(purchase.php\)](#)

Otherwise

DOWNLOAD AND SEND THE ORDER FORM

[Download Order Form !\[\]\(f60b7a900783ac3fd531bfd9c111be6d_img.jpg\) \(documents/Order.pdf\)](#)

FAX:

507-400-1177

EMAIL:

accounting@teamsoftwaresolutions.com

(mailto:accounting@teamsoftwaresolutions.com?subject=PWB License)

POSTAL ADDRESS:**TeamSoftware Solutions Inc.**

2017 24th St S.E.
Rochester MN, 55904

CURRENTLY ACCEPTED PAYMENT METHODS IN US FUNDS:

*Check
Money Order
Purchase Order
Visa/MasterCard/Discover/American Express
**Wire Transfers

(*All checks need to be drawn on US banks in USD)

(**Foreign wire transfers require additional \$20 USD plus any originating bank wire transfer fees)

Updating the Registration Number

Aside from editing the INI file directly, there are a few utilities available on our download page that can help in updating the license number in the PWB INI file. One of the utilities is called PWB License. This utility is a GUI that can be run to update the licenses and includes settings for default numbers and names. The other is called PWB Register. This utility runs as a console application and can be used in batch files such as logon scripts or the PWB startup script. The links to these utilities can be found below.

PWB License Update Utility (files/PWBLicense.zip)

PWB Register Update Utility (files/PWBRegister.zip)

Licensing FAQs

GENERAL INFORMATION

PWB v1 does not require a license, See PWB license types.

Please allow up to 24 hours for normal processing, this includes credit card orders.

We do accept multi-year licenses.

If subsequent versions of PWB (version 3+) are released, you can apply the yearly balance of the site licensing fee.

The registration site license number will only be good for the length of time you have purchased, once this time expires PWB will revert back to unregistered and a new license number will need to be obtained.

After the registration number has been issued we are unable to refund any licensing costs as unlike hard goods it is not possible to return the registration number.

For questions concerning licensing, please email accounting@teamsoftwaresolutions.com (mailto:accounting@teamsoftwaresolutions.com?subject=PWB License).

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A Site License can be used on a Terminal Server as long as all the clients connecting to the Terminal Server are located within the site.

Please see graphical representation links below

UNDERSTANDING THE LICENSING

[Seat License Graphical Representation](#)

[Site License Graphical Representation](#)

[Terminal Server License Graphical Representation](#)

[Mixed License Graphical Representation](#)

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We reserve the rights to update the software agreement at any time.

We reserve the rights to update the software agreement at any time.

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HVAC Indoor Air Quality Building Committee Charge (REVISED)(REVISED)

As required by the State of Connecticut HVAC Indoor Air Quality Grants for Public Schools (Public Act 22-118), the Town of Fairfield's Board of Selectmen is establishing the HVAC Indoor Air Quality Building Committee for Phase I of the school air conditioning projects to include North Stratfield Elementary School, Osborn Hill Elementary School and Fairfield Woods Middle School.

In order to facilitate school A/C construction projects, the HVAC Indoor Air Quality Building Committee is created and charged with implementing all A/C construction projects that have received HVAC Indoor Air Quality Grants and/or OSCGR Construction Grants as assigned to them by the Board of Selectmen. The Committee is charged with the preparation of schematic drawings and outline specifications and is authorized to file for grant applications with the State of Connecticut or any other sources offering reimbursements or grants.

Additional projects that have received, **or may receive**, HVAC Indoor Air Quality and/or will receive OSCGR Construction Grants that are assigned to the HVAC Indoor Air Quality Building Committee are the:

- Fairfield Warde High School Fitts House RTU Replacements
- North Stratfield Elementary School Security Vestibule Project
- Osborn Hill Elementary School Security Vestibule Project
- Fairfield Woods Middle School Security Vestibule Project
- North Stratfield Elementary School Roof Replacement Project
- Riverfield Elementary School RTU Replacement Project**
- Tomlinson Middle Schools HVAC/Indoor Air Quality Project**
- Fairfield Ludlowe High School HVAC/Indoor Air Quality Project**
- Fairfield Warde High School HVAC/Indoor Air Quality Project**
- Walter Fitzgerald High School HVAC/Indoor Air Quality Project**

The Committee shall consist of three members. In addition, the Superintendent of Schools shall appoint a designee to serve as an ex-officio member whose primary responsibilities will be to plan projects, coordinate pre-construction and construction activities and to file all necessary paperwork required for State reimbursement or other grants.

*Approved at **Xxxxxxx XX, 2024** Board of Selectmen meeting*

HVAC Indoor Air Quality Building Committee Charge (REVISED)

As required by the State of Connecticut HVAC Indoor Air Quality Grants for Public Schools (Public Act 22-118), the Town of Fairfield's Board of Selectmen is establishing the HVAC Indoor Air Quality Building Committee for Phase I of the school air conditioning projects to include North Stratfield Elementary School, Osborn Hill Elementary School and Fairfield Woods Middle School.

In order to facilitate school A/C construction projects, the HVAC Indoor Air Quality Building Committee is created and charged with implementing all A/C construction projects that have received HVAC Indoor Air Quality Grants and/or OSCGR Construction Grants as assigned to them by the Board of Selectmen. The Committee is charged with the preparation of schematic drawings and outline specifications and is authorized to file for grant applications with the State of Connecticut or any other sources offering reimbursements or grants.

Additional projects that have received HVAC Indoor Air Quality and/or will receive OSCGR Construction Grants that are assigned to the HVAC Indoor Air Quality Building Committee are the:

- Fairfield Warde High School Fitts House RTU Replacements
- North Stratfield Elementary School Security Vestibule Project
- Osborn Hill Elementary School Security Vestibule Project
- Fairfield Woods Middle School Security Vestibule Project
- North Stratfield Elementary School Roof Replacement Project

The Committee shall consist of three members. In addition, the Superintendent of Schools shall appoint a designee to serve as an ex-officio member whose primary responsibilities will be to plan projects, coordinate pre-construction and construction activities and to file all necessary paperwork required for State reimbursement or other grants.

Approved at October 16, 2023 Board of Selectmen meeting

A/C Building Committee Charge (Original)

As required by the State of Connecticut HVAC Indoor Air Quality Grants for Public Schools (Public Act 22-118), the Town of Fairfield's Board of Selectmen is establishing the A/C Building Committee for Phase I of the school air conditioning projects to include North Stratfield Elementary School, Osborn Hill Elementary School and Fairfield Woods Middle School.

In order to facilitate school A/C construction projects, the A/C Building Committee is created and charged with implementing all A/C construction projects that have received HVAC Indoor Air Quality Grants and/or OSCGR Construction Grants as assigned to them by the Board of Selectmen. The Committee is charged with the preparation of schematic drawings and outline specifications and is authorized to file for grant applications with the State of Connecticut or any other sources offering reimbursements or grants.

The Committee shall consist of three members. In addition, the Superintendent of Schools shall appoint a designee to serve as an ex-officio member whose primary responsibilities will be to plan projects, coordinate pre-construction and construction activities and to file all necessary paperwork required for State reimbursement or other grants.

Approved at May 1, 2023 Board of Selectmen meeting



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Request for Proposal #2024-35 Commissioning Services – HVAC Upgrades at Various Fairfield Public School Locations

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824

Date Submitted _____, 2023.

Proposer:

Doing Business As (Trade Name)

Address

Town / State / Zip

Printed Name (Mr. / Ms.) and Title

Signature

Telephone

Fax

E-mail Address

SEALED PROPOSAL submissions are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

First Selectwoman

Director of Purchasing

10/19/2023

Date

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00 pm, Thursday, November 9, 2023

To provide commissioning services for HVAC upgrades at Osborn Hill Elementary School, North Stratfield Elementary School, Fairfield Woods Middle School, Tomlinson Middle School, Fairfield Ludlowe High School, Walter Fitzgerald Campus, Fairfield Warde High School, Timothy Dwight Elementary School and Jennings Elementary School.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their submission.
2. No submission shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Submissions are to be submitted in a sealed envelope and clearly marked “RFP #2024-35” insert #on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the Proposer to see that the submission is received by the Fairfield Purchasing Department prior to the time and date noted above. Submissions are not to be submitted via email or fax.
5. Submissions are not to be submitted with plastic binders or covers, nor may the submission contain any plastic inserts or pages.

Request for Proposals #2024-35

OVERVIEW

The Town of Fairfield (“Owner”, “Town”) is seeking commissioning services for the upgrades to the ventilation and air conditioning systems at Osborn Hill Elementary School, North Stratfield Elementary School, Fairfield Woods Middle School, Tomlinson Middle School, Fairfield Ludlowe High School, Walter Fitzgerald Campus, Fairfield Warde High School, Timothy Dwight Elementary School, and Jennings Elementary School. These projects may also include additions and/or alterations for new/altered mechanical spaces (Electrical Rooms, Water Service Rooms, etc.) and for security vestibules entrances.

These projects have been separated into five (5) phases of which only Phase 1 has been funded. In addition, two (2) of the listed facilities are not part of the established five (5) phases but may be added in the future.

BUDGET

This RFP is for multiple projects over multiple years (2023-2028) beginning with the 2023 air conditioning upgrade projects at Osborn Hill Elementary School, North Stratfield Elementary School and Fairfield Woods Middle School. Subsequent year projects at the various school facility locations are outlined on page three (3) under the “Background” section of this RFP document. Funding for the initial 2023 air conditioning upgrade projects at Osborn Hill Elementary School, North Stratfield Elementary School and Fairfield Woods Middle School has been secured in the amount of \$22,701,443.00. This funding dollar amount is based on a conceptual estimate provided by DTC Engineers.

PRE-BID MEETING

- None.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing

- It is each Proposer’s sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **4:30 pm on Thursday, October 26, 2023.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the Proposer waiving the right to dispute project specifications and conditions, no exceptions.

Questions concerning this RFP must be submitted in writing and directed only to:

Ms. Lee A. Flaherty, Assistant Director: LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **Tuesday, October 31, 2023** provide date to the Town of Fairfield website, which is www.fairfieldct.org/purchasing. It is the responsibility of each Proposer to retrieve addenda from the website. Any contact about this RFP between a Proposer and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Proposer. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

NOTES TO CANDIDATES

Please submit one (1) proposal marked “original” and five (5) proposals marked “copy” including one flash drive in PDF read-only format. Photographs, drawings or other illustrations may be submitted on the same flash drive, provided no individual file exceeds 5 MB. This requirement is to expedite the Town’s review and selection process.

PROPOSED SCHEDULE

The Town intends to proceed based on the following preliminary milestone schedule: insert schedule

Pre-Bid Meeting:	None
Requests for Information (RFI) due:	4:30 PM, Thursday, October 26, 2023
Addenda published:	Tuesday, October 31, 2023 – close of business
RFP Submissions due:	2:00 PM, Thursday, November 9, 2023
Committee shortlisting:	To be determined
Candidate interviews (if required):	To be determined
Notice to proceed :	To be determined

BACKGROUND

The goal is to provide a mechanical means for providing fresh air, air conditioning, and fire protection for the school buildings listed below in accordance with current codes and standards.

For further details on the existing conditions of each the schools buildings for this project, please utilize the links below to access each schools' Facilities Condition Assessment report prepared by DTC Engineers.

Initial Project Phase I:

Facilities Condition Assessment

Funding for the initial 2023 air conditioning upgrade projects at Osborn Hill Elementary School, North Stratfield Elementary School and Fairfield Woods Middle School has been secured in the amount of \$22,701,443.00. This funding dollar amount is based on a conceptual estimate provided by DTC Engineers. Included in each exhibit for the schools in phase one is the 95% Construction Documents submission by BL Companies. (Exhibits J, K L, and M)

1. Osborn Hill Elementary School, 760 Stillson Road

One story building approximately 54,876 square feet

[Exhibit A](#)

[Exhibit J](#)

2. North Stratfield Elementary School, 190 Putting Green Road

One story building approximately 61,110 square feet

[Exhibit B](#)

[Exhibit K](#)

3. Fairfield Woods Middle School, 1115 Fairfield Woods Road

Three story building approximately 176,573 square feet

[Exhibit C](#)

[Exhibit L](#)

Specifications and Project Manual for Osborn Hill, North Stratfield, and Fairfield Woods [Exhibit M](#)

Subsequent Project Phases (Phase II – Phase V, and Potential Future Phases):

The Town intends to utilize this RFP, and the successful commissioning agent firm, for the subsequent project phases listed below. Each project will entail all commissioning services required for the work. These subsequent project phases are contingent upon funding approval and the Town reserves the right to utilize another commissioning firm for these projects if the awarded firm is not meeting the Town's requirements for these services.

Phase II - Tomlinson Middle School, 200 Unquowa Road

Four story building approximately 167,000 square feet

[Exhibit D](#)

Phase III - Fairfield Ludlowe High School, 785 Unquowa Road

Two story building approximately 307,071 square feet

[Exhibit E](#)

Phase IV - Walter Fitzgerald Campus, 309 Barberry Road

Two story building approximately 22,000 square feet

[Exhibit F](#)

Phase V - Fairfield Warde High School, 755 Melville Road

Two story building approximately 317,827 square feet

[Exhibit G](#)

Potential Future Phases

1. Timothy Dwight Elementary School, 1600 Redding Road

One story building approximately 41,000 square feet

[Exhibit H](#)

2. Jennings Elementary School, 31 Palm Drive

One story building approximately 46,100 square feet

[Exhibit I](#)

SCOPE OF SERVICES

Professional Services

The Commissioning Agent (CxA) will plan, manage, perform and report on the commissioning activities, utilizing the reporting formats and standardized forms provided by the CxA whenever required. The CxA will submit deliverable reports to the Owner's Representative, Colliers along with the Town of Fairfield, the design team, and the Construction Manager according to a project schedule set by CxA and agreed upon by Owner, CM/Contractor and Colliers. It is extremely important that all commissioning tasks be conducted in a transparent manner and involve the building engineer and operations staff to the greatest degree possible.

The management structure is traditional design/bid/build with full design documents and specifications developed by an architectural/engineering firm. The owner's primary construction representative on-site will be provided by the separately contracted services of a construction manager. The commissioning agent will be hired by and report directly to the Owner.

Commissioning Agent Responsibilities by Phase

The commissioning is required as one quality measure of the construction of this building in order to assure that the final building meets the original intent of the Owner's design. The proposer is free to suggest changes and improvements to this process. Following is a summary of the commissioning process and scope of work the Owner requests for this project.

A. Commissioning Process During Design & Bid Phase

The commissioning process activities completed by the CxA during the design & bid phase include:

1. The commissioning process shall include all requirements to meet CT High Performance Building Standards as required by OSCG&R and State statutes.
2. Conduct a commissioning kick-off meeting with the project team.
3. Review the Owner's Project Requirements and confirm the documents conform to the OPR
4. Review the Basis of Design as prepared by the Design team and confirm the documents conform to the BOD
5. Attend meetings, design workshops, design reviews, and value engineering discussions during design. Participate in discussions relating to new technologies being evaluated to meet energy efficiency and sustainability requirements.
6. Verify that the systems include all necessary components for functional testing.
7. Verify that performance is identified, complete and correct.
8. Review accessibility of all necessary components.
9. Perform commissioning design review and conduct a design review meeting at each review. Verify the Basis of Design in regard to the Owner's Project Requirements. Confirm that the commissioning work required by all participating parties in the project is accurately reflected in the contract documents. Develop recommendations regarding improvements, refinements or operational procedures that may maximize and improve long-term operational performance. Provide a report identifying issues including discrepancies, omissions and clarifications.
 - a. Schematic Design
 - b. Design Development
 - c. 90% Construction Document
 - d. 100% Construction Document - Upon issuance of the final construction documents the commissioning agent shall back-check the documents to ensure that all comments have been addressed.
10. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. The specifications shall follow the intent of ASHRAE Guideline 0-2005 The Commissioning Process. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process, reporting and documentation

requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, and the functional testing process.

11. Develop a commissioning plan encompassing the design, construction, occupancy and operations phases. The plan shall outline the roles and responsibilities of the contractors, vendors, Owner and commissioning authority throughout the commissioning process.

B. Commissioning Process During the Construction Phase

During the construction phase, the CxA will coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently update timeline, schedules, and technical expertise. The commissioning process activities accomplished by the CxA during the construction phase include:

1. Update construction phase commissioning plan and integrate with overall schedule. Organize the commissioning process components and conduct a commissioning kick-off meeting where the commissioning process requirements are reviewed with the commissioning team including the Owner, contractor and design team.
2. Review submittals concurrent with the design professional's review for compliance with the Owner's Project Requirements.
3. Coordinate and lead an integrated controls meeting.
4. With necessary assistance and review from the installing contractors, develop and write construction checklists. Submit to CM/Contractor and Owner for approval.
5. Perform monthly site visits, as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the owner's design intent and the quality process. Coordinate field visits to attend planning and job-site meetings during the same visit to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the Owner's design intent. Assist in resolving any discrepancies. Document construction checklist completion by reviewing completed construction checklists and by selected site observation. Sampling Rate per Table 1 provided at the end of this section.
6. Verification: Perform checks and tests to confirm that all components, equipment, systems, and interfaces between systems operate in accordance with the contract documents. This shall include all operating modes, interlocks, control responses, and all specified emergency responses. Any deficiencies shall be documented and correct by the responsible party and re-tested until accepted.
7. Functional Performance Testing (FPT): Functional performance testing to progress from tests of individual components to tests of the overall systems that contain these pieces of equipment. Commissioning agent to develop all written functional test procedures.
8. Testing, Adjusting, and Balancing (TAB): Commissioning agent to perform a field verification of the final TAB report for all trades and directly witness and certify the results. A 100% sample of the report shall be selected for verification and the TAB contractors will be notified of the final verification. The construction of this project may be phased. Testing and balancing is required at the end of each phase and at the end of the project.
9. Attend project meetings and conduct commissioning team, coordinated with project meetings, as necessary to plan, develop the scope, coordinate, schedule activities and resolve problems.
10. Witness initial HVAC piping pressure test and flushing to be confident that proper procedures were followed. Include testing documentation in the commissioning record.
11. Witness initial ductwork testing and cleaning to be confident that proper procedures were followed. Include documentation in the commissioning record.
12. Review mock ups and/or initial first piece installation.
13. Document systems startup by reviewing start-up reports and by selected site observation.
14. Coordinate and manage Testing and Balancing (TAB) services on behalf of the Owner. TAB services can be procured at a later time, when appropriate. The allowable markup to manage TAB services

including overhead and profit by the commissioning agent shall not exceed 7.5%. Verify air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.

15. With necessary assistance and review from installing contractors, write the functional test procedures. Submit to A/E and Owner for review and approval.
16. Oversee and document the execution of the functional performance tests by the contractors.
17. Perform and witness tests for the following items:
 - a) Ductwork pressure testing
 - b) Piping pressure testing
 - c) Pipe cleaning and flushing
18. Coordinate retesting, as necessary, until satisfactory performance is achieved. Retesting beyond one day will be at the expense of the contractors.
19. Maintain a master issues log and a separate testing record. Provide to the CM/Contractor and Owner written progress reports and test results with recommended actions.
20. Review the Operations and Maintenance Manuals developed by the Contractors.
21. Reviews the Systems Manual developed by the Contractors.
22. Review training plans and program developed by the Contractors, recommend pre-approval, and verify that the training is provided.
23. Complete the final commissioning process report to include:
 - a) Evaluation of the operating condition of the facility.
 - b) Deficiencies that were discovered and measures taken for correction.
 - c) Uncorrected deficiencies that were accepted by the owner.
 - d) Functional tests and procedures.
 - e) Reports that document all field commissioning activities as they progressed.
 - f) A schedule of all deferred testing.
23. Commissioning agent to develop a preventative maintenance plan, to include the following:
 - a) Listing of all spare parts required to be kept in attic stock.
 - b) Listing of repair and maintenance issues, as well as frequency of maintenance.
 - c) Recommended parts required for maintenance.
 - d) Recommendations for recalibration frequency of sensors and actuators by type and use.
 - e) Instructional information on how to perform the repair and/or maintenance.
 - f) Manufacture information for part selection and ordering.
24. Commissioning agent to manage the warranty period, as required within the specifications. CX agent to document any warranty issues, as they arise, and set forth a necessary plan of action to rectify the warranty situation.

C. Commissioning Process During the Post-Occupancy Phase

1. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
2. Return to the site at 10-months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

The commissioning agent is not required to:

1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the general contractor and the design team. The CxA will report to the owner any deficiencies or discrepancies.
2. Review or approve change orders.

Table 1: Observation and Testing Requirements

Equipment or Systems	Sampling Rate
<u>HVAC Systems</u>	
<i>All equipment of the HVAC System only installed as part of this project.</i>	
Heating Heat Exchangers	NA
Pumps	100%
Air Handling Units	100%
Ventilation Fans	100%
Toilet and General Exhaust Fans	100%
VFDs	100%
Air Terminal Units (VAV, FCU, etc.)	100%
Ductwork	N/A
Piping	N/A
Smoke Exhaust Fans	NA
Building Automation System	100%
Sequence of operations	100%
<u>Plumbing and Fire Protection Systems</u>	
Domestic Hot Water System	NA
Domestic Hot Water Heaters	NA
Thermostatic Mixing Valves	NA
Domestic Hot Water Recirculation Pumps	NA
Plumbing fixtures	NA
<u>Electrical Systems</u>	
Emergency Generator including ATS	NA
Emergency Power System (System Test Only)	NA
UPS systems	NA
Lighting and Lighting Control Systems	100%
Normal Power Systems	30%
Transformers and switchgear	100%
Fire alarm sequence of operations and Shut-Down Procedures	100%
Snow melt systems and heat trace	NA
Automatic door openers	100%
<u>Building Envelope Systems</u>	
Curtain Wall	0 tests
Exterior Doors and Windows	0 tests
Insulation	0 tests
Waterproofing	0 tests
Roofing	0 tests
Air barriers	0 tests
Joint sealants	0 tests
Vapor barrier	0 tests

SUBMISSIONS

Proposals shall include the following information at a minimum:

- I. Executive Summary
 - Please provide a narrative history of your firm and its relevant commissioning experience.
- II. Relevant Project Experience
 - Reference a minimum of three relevant commissioning projects of similar type and scale to this scope. Include project name, location, brief description, and total square footage, a list of systems commissioned, and a client reference.
- III. Proposed Project Team
 - Provide an organization chart and resumes for all key personnel. For each of the key personnel provide a resume that provide the following information:
 - Relevant background, credentials and experience with specific project of comparable nature and scope.
 - Clearly defined roles and responsibilities as well as estimated time commitment to this project.
- IV. Project Approach
 - Include your project understanding, approach and methodology, and key elements and factors which differentiate your firm from your competition.
- V. Fee Proposal
 - The fee proposal shall be submitted utilizing the format shown in Attachment A and Attachment B: Fee Breakdown Form.
 - The total fee for each phase of the commissioning work will be broken down by anticipated hours required to complete each commissioning activity, as required in Attachment A and Attachment B.
 - List Reimbursable Expenses and the direct cost of each reimbursable for each project on Attachments A and B respectively
 - Provide a list of hourly billing rates per person assigned to the project, to be used for additional services on either project identified on attachment A and B

SELECTION PROCESS

Desired Qualifications

It is the Owner's desire for the person(s) designated as the CxA to satisfy as many of the following requirements as possible:

1. Experience commissioning projects that conform to the Connecticut High Performance Building Standards CTHPBS.
2. Acted as the principal commissioning agent for at least three projects of comparable size, type and scope.
3. Extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems.
4. Extensive field experience. A minimum of five full years in this type of work is required.
5. Knowledgeable in building operation and maintenance and O&M training.
6. Knowledgeable in national building & fire codes as well as water-based fire extinguishing systems, detection systems and alarms systems.
7. Knowledgeable in test and balance of both air and water systems.
8. Experienced in energy-efficient system and control strategy optimization.
9. Demonstrated experience with total building commissioning approach including building enclosure.

10. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
11. Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.
12. Experienced in writing commissioning specifications.
13. A bachelor's degree in mechanical or electrical engineering is strongly preferred, and P.E. license is desired. However, other technical training, past commissioning, and field experience will be considered as a substitute.
14. Membership and certification as a Certified Commissioning Professional with the Building Commissioning Association is desired but not required.

The required expertise for this project will be based on the skill and experience set of the full team making the proposal. A member of the prime firm will be the project manager who is the member of the team that will coordinate the commissioning activities from the technical perspective. This party may not necessarily be the team's overall project or contract manager. The commissioning agent must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the commissioning agent or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. Subcontractor qualifications shall be included and clearly designated in the response to this scope of work.

Evaluation Criteria

Firms meeting the desired qualification set forth above and complying with the requirements of this RFP will be evaluated based on the following evaluation criteria:

CRITERIA	POINTS
Relevant Project Experience	30
Project Team Qualifications	30
Project Approach	25
Fee Proposal	15
Total Possible Points	100

The Owner will base its initial ranking of commissioning firms on the above evaluation criteria. If necessary, the Owner will conduct interviews.

NEGOTIATIONS WITH RESPONDENTS

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any firm for any costs associated with responding to the Request for Qualifications and Proposals, and the firm's participation in any interview, or for any costs associated with negotiations.

FEE PROPOSAL

RFP #2024-35

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FEE PROPOSAL MUST BE SUBMITTED IN A SEPARATE AND SEALED ENVELOPE

Osborn Hill Elementary School

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

FEE PROPOSAL
RFP #2024-35
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North Stratfield Elementary School

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

FEE PROPOSAL
RFP #2024-35
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Fairfield Woods Middle School

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

FEE PROPOSAL
RFP #2024-35
(page 4 of 9)

Tomlinson Middle School

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

FEE PROPOSAL

RFP #2024-35

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Fairfield Ludlow High School

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

FEE PROPOSAL

RFP #2024-35

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Walter Fitzgerald Campus

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

FEE PROPOSAL

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Fairfield Warde High School

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

FEE PROPOSAL

RFP #2024-35

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Dwight Elementary School

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

FEE PROPOSAL

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Jennings Elementary School

	TOTAL HOURS	TOTAL FEE
Design & Bid Phase Services		
Commissioning Kick-off meeting with Team		
Review Owner's Project Requirements		
Review Basis of Design (prepared by Design team)		
Attend Integrated Design Meetings		
Review of SD Documents and meeting		
Review of DD Documents and meeting		
Review of 90% CD Documents and meeting		
Review of 100% CD Documents and meeting		
Development of Commissioning Specifications		
Development of Commissioning Plan		
	Subtotal	
Construction Phase Services		
Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting		
Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.		
Coordinate and lead Controls Integration Meeting		
Develop and Distribute Construction Checklists		
Project & Commissioning Coordination Meetings		
Witness Initial HVAC Piping Pressure Test & Flushing		
Witness Initial Ductwork Testing & Cleaning		
Field Visits to Verify Installation Checklists		
Review Mock Ups and/or First Piece Installations		
Verify Equipment Start Up		
Review and Verify TAB Reports		
Develop Functional Performance Test Procedures		
Oversee & Document Functional Systems Testing		
Coordinate Retesting (1 day)		
Develop & Maintain Cx Issue Log		
Review O&M Manual		
Review System Manual		
Verify Operator & Occupant Training		
Production of Final Cx Report		
	Subtotal	
Post-Occupancy Phase Services		
Coordinate and Witness Opposite Season & Deferred Testing		
Perform a Near Warranty End Review, Interview and Assistance		
	Subtotal	
<i>Project Reimbursable Expenses</i>		
Grand Total, Fees & Expenses		

Signature

Company

Printed name

Title

Address

City / State / Zip

Phone

E-mail

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

PROPOSAL SUBMISSIONS

Proposals are to be submitted in a sealed envelope and clearly marked on the outside “**RFP #2024-35**” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Proposal Submissions are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSAL SUBMISSIONS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL SUBMISSION DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, proposal guidelines and specifications should be directed in writing to:

Lee A. Flaherty, Assistant Director: LFlaherty@fairfieldct.org

Inquiries must reference date of proposal opening, requisition or contract number, and must be received no later than as indicated in the proposal document prior to date of opening. Failure to comply with these conditions will result in the Proposer waiving the right to dispute the specifications and conditions.

PRICING / FEES

Proposed Pricing and Fees must be held firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONSULTANT

The Consultant for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Consultant has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD

Contracts and purchases shall be made or entered into with the most qualified proposer meeting the Town’s requirements, except as otherwise specified in the invitation. If more than one service is specified in the invitation, the Town of Fairfield reserves the right to determine the most qualified proposer on an individual basis or on the basis of all items included in the Request for Proposal (RFP), unless otherwise expressed by the Town.

INSURANCE COVERAGE REQUIREMENTS

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "Company" (hereinafter called the Contractor) shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes work for the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting its liability under this Contract, the Contractor shall provide and maintain in full force and effect at all times during the term of this Contract, insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease

Commercial General Liability:

- Bodily Injury, Personal Injury, Property Damage, one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations, two million (2,000,000) aggregate.

Automobile Liability:

- A combined single limit of one million dollars (\$1,000,000), including owned, hired and non-owned coverage.

Excess Liability Insurance

- Three million dollars (\$3,000,000) each occurrence, three million dollars (\$3,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, and Automobile Liability.

Professional Liability: A professional liability (errors & omissions) policy in the amount of \$1,000,000

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims,

demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a A.M. Best rating of A- VIII or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town.

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Davis-Bacon Act as amended; that is conditions of Prevailing Wage shall apply. All current Davis Bacon wage information may be accessed online at no cost at www.ctdol.state.ct.us (The Town will apply the most current wage decision applicable at the time of contract award.)

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this RFP shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this proposal document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the request for proposal will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the submissions. All proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the proposer.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REVISED / FEE

VANZELM
ENGINEERS

Response to Request for Proposal:
Commissioning Services - HVAC
Upgrades at Various Fairfield Public
School Locations - 2024-35



Town of Fairfield Purchasing Authority
Independence Hall, 25 Old Post Road, Fairfield, CT 06824
December 22, 2023



December 22, 2023

Mr. Adam Tulin
Purchasing Director
Fairfield Purchasing Department
25 Old Post Road
Fairfield, CT 06824

Project: HVAC Upgrades at various Fairfield Public School Locations
Fairfield Project# 2024-35
RE: Request for Proposal for Commissioning Services **Revised Fee Proposal**
van Zelm Project # 2023152.00

Adam,

We have re-evaluated our fee proposal for the Phase 1 Commissioning and feel we can reduce the number of hours for site visits, startups and inspections, as well as some hours related to the design review process.

We do not feel these reductions will have any impact on our ability to provide the necessary tasks to see this project to a successful completion.

Below is our revised fee schedule for each of the three schools included in Phase 1:

School	Original Fee	Reduction	Revised Fee
Osborn Hill Elementary School	3,120	4,53	8,37
North Stratfield Elementary School	9,525	6,82	90,98
Fairfield Woods Middle School	8,665	5,12	82,493
Lump Sum Totals	258,310	1,752	241,558

The above fee Includes all reimbursable expenses.

Very truly yours,

VANZELM, HEYWOOD & SHADFORD, INC.

Bill Donald
Team Leader-Commissioning Services

Certified Building Commissioning Professional (CBCTM, EBCTM)

Cellphone: (860) 29-180

Email: wdonald@vanzelm.com

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VAN ZELM HEYWOOD & SHADFORD, INC.

1200 CONVERSE STREET
LONGMEADOW, MA 01106
P: 617.218.9976

10 TALCOTT NOTCH
FARMINGTON, CT 06032
P: 860.284.5064
www.vanzelm.com

862 BRAWLEY SCHOOL ROAD, SUITE 207
MOORESVILLE, NC 28117
P: 704-799-7275

RFP #	2024-35	Town of Fairfield Participating Companies				
DESC	Commissioning Services - HVAC Upgrades					
DATE	9th November, 2024 TIME: 2:00PM					
	Colliers Project Leaders Madison, CT	Innovative Engineering Services, LLC Wallingford, CT	Procon Consulting, LLC McLean, VA	Safariny Corp Flushing, NY	Sustainable Engineering Solutions, LLC Berlin, CT	van Zelm Heywood & Shadford, Inc. Farmington, CT

AIA[®] Document C103[™] - 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 15th day of February ~~January~~ in the year 2024[GMK1]

BETWEEN the Owner:

Fairfield Public Schools
Purchasing Authority
725 Old Post Road
Independence Hall
Fairfield, CT 06824

and the Consultant:

vanZelm, Heywood & Shadford, Inc
10 Talcott Notch Road
Farmington, CT 06032

Consultant's discipline:

Commissioning

for the following Project:

RFP #2024-35 Fairfield Public Schools
HVAC Upgrades at various Fairfield Public School Locations

The Owner and Consultant 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.

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

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

Commissioning Services for three (3) Schools.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document [A201A203™-20072017](#), General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated commissioning schedule:

- .1 Date for commencement:
January-February 15, 2024
- .2 Substantial Completion date:
DATE TO BE INSERTED BY OWNER PRIOR TO EXECUTION TBD
- .3 Other milestone dates:
Not Applicable

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

The "Scope of Services" as defined in RFP #2024-35 Fairfield Public Schools HVAC Upgrades at various Fairfield Public School Locations, for Phase 1 as defined in such RFP, which RFP shall be deemed to be incorporated herein
Refer to vanZelm RFP Responses dated November 09, 2023[SMC2], and December 22, 2023, both of which shall be deemed to be incorporated herein.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar

circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

Steve Krawczynski-President
William Donald-Team Leader

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than **Two Million (\$2,000,000)** for each occurrence and **Four Million (\$4,000,000)** in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant- there are no Consultant Vehicles insured, but the insured does have hired and non-owned automobile liability with a limit of **One Million \$1,000,000** Combined Single Limit.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2. **There is a \$7M umbrella policy going over General Liability, Automobile Liability and Employers Liability**

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than **One Million \$1,000,000**

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **Five Million (\$ 5,000,000)** per claim and **Five Million (\$ 5,000,000)** in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services agreed to in writing by the Owner as provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the reasonably requested information, as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

Town of Fairfield
Purchasing Authority
725 Old Post Road
Fairfield, CT 06824
Contact:
Adam Tulin
Director of Purchasing
Telephone: 203-256-3060
Email: ATulin@fairfieldct.org

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall consider furnishing the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services. If agreed to in writing by the Owner pursuant to Section 3.2, the Consultant may furnish such services as Additional Services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services. Notwithstanding the foregoing, the failure of the Owner to provide prompt notice shall not constitute a default by Owner hereunder or a waiver of their rights to exercise their remedies with respect to any fault or defect.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights.

Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, ~~but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use.~~ The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

~~§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. Consultant shall, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent acts or omissions of Consultant or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.~~

§ 6.1.3 The Consultant ~~and Owner~~ waives consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, ~~together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.~~

§ 7.7 ~~Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.~~

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

Two Hundred Forty One Thousand, Five Hundred and Fifty Eight Dollars (\$241,558.00)

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

Additional Sservices will be provided upon request based on hourly rates described in Section 8.3 below; provided no Additional Services will be provided unless agreed to in writing by the Owner pursuant to Section 3.2 hereof.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

Hourly billing rates of the Consultant are set forth on Exhibit _____ attached hereto and made a part hereof. Insert rate table See Rate Table in proposal.

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Thirty Days (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

One and a Half Percent (1.5%)

§ 8.5 In the event the Consultant is in default hereunder, (The Owner shall not may withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project. No Reimbursable Expenses shall be incurred or reimbursed except upon the Owner's prior written authorization. Reimbursable Expenses are: as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses (excluding income, and sales and use taxes);
- .9 Other similar Project-related expenditures, if authorized in advance in writing by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the reasonable expenses incurred by the Consultant plus an administrative fee of Ten percent (10 %) of the expenses incurred and approved in writing by the Owner.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Not Applicable

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- 2 C203-2017 (formerly B211-2007) Standard Form of Consultant's Services: Commissioning
- 3 Scope of Services Exhibit(s) listed in section 2.1 (~~vanZelm RFP Response dated November 09, 2023~~)

.4 Other documents: Rate Schedule A&B[SMC3]

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

(Signature)

XXXX-XXXXX

(Signature)

Adam Tulin-Director of Purchasing

(Signature)

Steve Krawczynski -President

December 8, 2023

John Bodie, Superintendent
Fairfield WPCF
330 One Rod Highway
Fairfield, CT 06824

SUBJECT: Engineering Services Proposal – Secondary Digester Tank Cleaning & Repairs

Dear John,

As requested, we are pleased to submit this Engineering Services Proposal to prepare a bid package to have the Secondary Digester Tank at the Fairfield Water Pollution Control Facility (WPCF) cleaned, inspected and repaired. This letter presents our understanding of the project based upon recent discussions, and our site visit held on Wednesday, December 6, 2023.

After the cleaned and repaired Primary Digester Tank was placed back into Service in the summer of 2023, it was discovered that the Secondary Digester Tank floating cover is imbalanced when utilized to store excess digester gas. The cause of the imbalance is unknown and was not present prior to the failure of the Primary Digester Tank. Investigation of the imbalance will require the tank to be taken offline, cleaned and inspected.

SCOPE OF SERVICES

Based on our understanding of the goals in this project, we propose the following scope of services:

Task 1: Engineering Design Services – Bid Package Development

- Review available documentation (plans, shop drawings, etc.) of the secondary digester tank and cover.
- Conduct one on-site workshop with WPCF staff to define project sequencing and solids handling processing during the cleaning and repair operations. It is assumed that the project will require the General Contractor to remove and dispose of the contents of the Secondary Digester Tank and provide temporary Baker Tanks to hold sludge prior to dewatering. The overflow line off of the Primary Digester will be temporarily piped to the holding tanks. The suction side of the belt filter press feed pump (or some other temporary pump TBD) will also be temporarily piped to the Baker Tanks draw from and feed the belt filter presses.
- Develop general requirements for cleaning the tank. These requirements will be similar to the approach utilized to clean and process material from the Primary Digester Tank. WPCF staff can lower the secondary digester tank to a target level so the volume to be processed will be less than that of the Primary Digester Tank when it was taken off-line for cleaning.

12/8/2023

John Bodie, Superintendent

Page 2 of 3

However, the tank has not been cleaned in over 20-years so heavy grit and rags is to be expected.

- Develop general requirements for interior tank concrete repairs with unit price items. Once the tank is cleaned, all parties will conduct an interior inspection of the tank and direct the contractor on any required repairs to the walls, base slab, base slab perimeter joint, floating cover concrete column supports, rollers and roller mounting brackets, ballast blocks and ballast block brackets.
- In addition to these unknowns, the design will include the following:
 - Installation of valves and piping to allow for cleaning and repair work to commence;
 - New flame arrestor/pressure relief valve;
 - New swivel joints on the gas header piping;
 - New floating cover tracks;
 - Investigate installing a pressure transducer in the Secondary Digester Tank for level monitoring. If feasible, include in the design;
 - Cleaning (interior and exterior) and exterior painting of the 8" digested sludge suction pipe;
 - Develop and specify a procedure for balancing the cover in compliance with the original cover manufacturers published operational procedures and other industry standard reference materials.
- Prepare contract drawings and technical specifications for public advertisement for the Secondary Digester Tank Cleaning, Inspection & Repairs. The town of Fairfield's front-end documents will be used, and all project work will be shown on a set of Process/Mechanical Drawings.
- Submit three copies of 90% completion plans and specifications to the town for review and approval and three copies of the 100% plans and for public advertisement electronic .pdf format.

FEE ESTIMATE

Based on the scope described above, we propose to provide our services on a time charge basis not to exceed \$33,500 without written authorization from the Town of Fairfield. This fee is based on the attached breakdown and hourly billing rates per individual. If the scope and fee presented in this letter are acceptable, we will prepare a draft agreement for review and approval by the Town. Due to the urgency of this work, we have already started developing our design base plans and specifications prior to receiving authorization to proceed. The bid package will be completed within

12/8/2023

John Bodie, Superintendent

Page 3 of 3

6-weeks of authorization. Once the project is bid, we can prepare an additional amendment to our contract for construction administration and inspection services if desired.

We appreciate the opportunity to be of service to you. We are available to discuss this proposal at your convenience. Should you have any questions, please contact me at 860-852-1950.

Sincerely,

WRIGHT-PIERCE



Dennis Dievert Jr., PE

Sr. Project Manager

dennis.dievert@wright-pierce.com

ESTIMATED STAFF EFFORT (HOURS) AND COSTS
Town of Fairfield, CT
Secondary Digester Cleaning and Repairs - Design Phase Services
T17762

TASK DESCRIPTIONS	Principal In Charge	Project Manager	QA/QC Manager	Lead Project Engineer	Structural Engineer	Instrument Engineer	CADD Technician	Admin. Assistant	TOTAL HOURS	NON-LABOR	SUBS COST	SUBS Mark Up	LABOR	TOTAL
1 Final Design														
a Site Visits/Workshop with Town Staff		4		4					8	\$100	\$0	\$0	\$1,459	\$1,559
d Develop Design Drawings & Details		16	2	40	8				66	\$0	\$0	\$0	\$11,942	\$11,942
e Develop Tank Cleaning Requirements	1	4		8					13	\$0	\$0	\$0	\$2,317	\$2,317
c Prepare Specifications	1	8	2	24	8	8	60	2	113	\$0	\$0	\$0	\$16,102	\$16,102
d Coordination & Review Meetings		4		4					8	\$100	\$0	\$0	\$1,459	\$1,559
Subtotals	2	36	4	80	16	8	60	2	208	\$200	\$0	\$0	\$33,280	\$33,480
TOTAL PROJECT HOURS	2	36	4	80	16	8	60	2	208	\$ 200	\$ -	\$ -	\$ 33,280	\$ 33,480

Total Labor	\$33,280
Non-Labor	\$200
Subcontractor	\$0
Sub Markup	\$0
Total Fee	\$33,500

AGREEMENT BETWEEN
TOWN OF FAIRFIELD
AND
WRIGHT-PIERCE
FOR
WPCF SECONDARY DIGESTER TANK CLEANING AND REPAIRS

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Amendment No. 1	dated _____
Amendment No. 2	dated _____
Amendment No. 3	dated _____
Amendment No. 4 _____	dated _____

AGREEMENT BETWEEN
TOWN OF FAIRFIELD
AND
WRIGHT-PIERCE
FOR
WPCF SECONDARY DIGESTER TANK CLEANING AND REPAIRS

THIS IS AN AGREEMENT made as of _____, 2024 between TOWN OF FAIRFIELD ("CLIENT") and Wright-Pierce ("ENGINEER"). CLIENT intends to conduct cleaning and repairs to the Secondary Digester at the Water Pollution Control Facility (WPCF) (the "Project").

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below. Execution of this Agreement by ENGINEER and CLIENT constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

SECTION 1 - SCOPE OF SERVICES/SCHEDULE

I. Final Design Phase.

During the Final Design Phase, ENGINEER shall perform the following services:

- A. Conduct a site visit to visually evaluate the secondary digester tank and define construction sequencing and solids handling procedures during cleaning and repair operations. Limits of responsibility will be discussed with CLIENT and defined in the Bidding Documents.
- B. Prepare construction Bidding Documents in the form of Drawings and Technical Specifications to:
 - 1. Install temporary piping, valves and baker tanks to remove the secondary digester tank from service but continue to process biosolids.
 - 2. Remove and properly dispose of the biosolids, rags, grit, and other debris from the secondary digester tank off-site and clean the interior of the tank following removal of debris.
 - 3. Inspect and repair interior concrete surfaces, supports, ballast blocks and roller mounting brackets.
 - 4. Replace flame arrestor/safety relief valve, floating cover tracks, and gas piping swivel joints.
 - 5. Clean (exterior and interior) and paint digested sludge suction piping within the tank.

6. Install pressure transducer for level monitoring (If feasible with a floating cover).
 7. Balance the floating cover.
- C. Furnish 90% Progress Documents to, and review them with, CLIENT within 45 days after receiving written authorization to proceed from CLIENT. Advise CLIENT of any adjustments to the Construction Cost Estimate as a result of changes in scope of the Project. ENGINEER will continue to advance work on the project unless directed otherwise by CLIENT. The technical specifications will be attached to Town of Fairfield's front end documents.
- D. Finalize the Bidding Documents in response to CLIENT's comments, as appropriate, and furnish the final Bidding Documents to CLIENT within 10 days of receiving comments from the CLIENT and any other reviewing agencies. Provide an electronic copy in PDF format.
- E. Final Design will be prepared in accordance with the Building Codes and regulations that are in effect at date that this Agreement is executed. If the Building Codes or regulations are changed or amended prior to the time the project is bid, awarded to a contractor and a building permit is issued, ENGINEER will negotiate with CLIENT a revised scope and fee for design revisions required to conform with the requirements in new codes and regulation.

II. Bidding Phase

Scope and fee for bidding services will be developed if/when requested by CLIENT.

III. Construction Phase.

Scope and fee for construction services will be developed if/when requested by CLIENT.

IV. Operational Phase.

Scope and fee for these services will be developed if/when requested by CLIENT.

V. Additional Services.

During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

SECTION 2 - COMPENSATION

I. Payments to ENGINEER

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Scope Item I, a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10. Total compensation for these Scope Items is \$33,500.

The maximum total compensation for the Project shall not exceed the total compensation for the scope items above without written authorization from the CLIENT. If it becomes apparent to ENGINEER at any time that changes in Scope or other issues impact total compensation, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet to review the status of the Project and any potential adjustments to Scope and/or compensation. Any resulting adjustments to compensation need to be approved by written authorization.

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10.

SECTION 3 – AUTHORIZED PROJECT REPRESENTATIVES

CLIENT shall designate a specific individual to fulfill its responsibilities under Section 2.1 of Exhibit A - Schedule of Terms and Conditions. ENGINEER has designed its authorized project representative below.

CLIENT Representative (name, title):

ENGINEER Representative (name, title):

John Bodie, Superintendent

Dennis Dievert, Sr. Project Manager

This Agreement (consisting of pages 1 to 5 plus Exhibits A & B) constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CLIENT:

ENGINEER:

By:

By:

Title:

Title:

Date:

Date:

Address for giving notices:

Address for giving notices:

WRIGHT-PIERCE

169 Main Street – 700 Plaza

Middletown, CT 06457

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
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EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ~~ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services, represents and warrants that the services provided under this Agreement will comply with the Schedule of Services, and that any goods or materials used in connection with the services will be new, of good and merchantable quality, and will be fit for CLIENT'S particular purpose.~~

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) to CLIENT pursuant to this Agreement are instruments of service in respect of the Project, and shall at all times remain property of CLIENT. ~~ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate)~~ whether or not the Project is completed.

~~ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT.~~ Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence, Willful Misconduct, or Breach.

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent or willful acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement, and arising from any breaches by ENGINEER of this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. ~~CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor.~~ All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to ~~release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called~~ to the ENGINEER, and its Consultants' attention ~~any subterranean structures or utilities or are not correctly shown on the plans furnished.~~

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Connecticut. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. ~~Neither CLIENT nor ENGINEER shall not~~ assign, sublet or transfer its interest in this Agreement without the written consent of ~~the other~~ CLIENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 12th day of January in the year 2024, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of April in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Penfield Pavilion Soil Remediation and Building Foundation Reconstruction
323 Fairfield Beach Road, Fairfield, CT 06405

THE OWNER:
(Name, legal status, and address)

Town of Fairfield
725 Old Post Road, Fairfield, CT 06824

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Bismark Construction Company, Inc.
100 Bridgeport Avenue, Milford, CT 06460

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ 11,369,887.57), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories,

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.

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.

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including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

\$11,369,887.57 - See attached exhibit B dated 10/26/2023

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.
See exhibit B dated 10/26/2023 – 4.5%

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.
See exhibit B dated 10/26/2023 – 5% Overhead & CM Fee 4.5% - Subcontractors Allowed 15%

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
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§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Exterior painting of the existing building Bid Package # 1.06 General Trades Alternate #1	\$100,000.00	N/A

§ A.1.1.6 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 (\$0.00)
See exhibit E – Unit Prices		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

2/1/2024

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than 1 year (365) calendar days from the date of commencement of the Work.

[] By the following date:

§ A.2.3.2 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 Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
All contract work	2/2/2025

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 00	TABLE OF CONTENTS
00 11 16	INVITATION TO BID
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	BID PACKAGE 1.01 – SITE REMEDIATION, SITEWORK, BUIDLING SITEWORK, DEMO, SHORING
	BID PACKAGE 1.02 – CONCRETE (TBD)
	BID PACKAGE 1.05 – MISCELLANEOUS METALS
	BID PACKAGE 1.06 – GENERAL TRADES
	BID PACKAGE 1.17 – ELECTRICAL
00 31 13.1	ADVANCED PLANNING & SCHEDULING
00 31 13.2	PROJECT SCHEDULE
00 41 00	BID PROPOSAL FORM
00 43 13	BID BOND
00 43 24	BIDDER’S REQUEST FOR INFORMATION FORM
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00 43 40	EEO POLICY STATEMENT
00 43 43	WAGE RATES AND CERTIFICATION FORM
00 43 54	BIDDER INFORMATION
00 45 13	STATEMENT OF BIDDER’S QUALIFICATIONS
00 45 19	NON-COLLUSION AFFIDAVIT
00 45 49	POST BIDDING CERTIFICATION
00 52 26	FORM OF AGREEMENT /CONTRACT
00 61 13	PROFORMANCE AND PAYMENT BONDS
00 62 16	CERTIFICATE OF LIABILITY INSURANCE
00 62 84	PROCORE PROJECT MANAGEMENT POLICY & PROCEDURES
00 62 90	LIEN WAIVER

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 010001 - SEQUENCE OF BAYS
SECTION 010002 - GRADE BEAM SKETCH
SECTION 010003 - PHOTO OF EXISTING CONDITIONS (FOR REFERENCE ONLY)
SECTION 010004 - SITE LOGISTICS PLAN
SECTION 011100 - CONTROL OF WORK AND MATERIALS - REFER TO WESTON AND SAMPSON SPECS
SECTION 011216 - SCOPE AND SEQUENCE OF WORK - REFER TO WESTON AND SAMPSON SPECS
SECTION 011400 - SPECIAL PROVISIONS - REFER TO WESTON AND SAMPSON SPECS
SECTION 011419.16 - DUCT CONTROL - REFER TO WESTON AND SAMPSON SPECS
SECTION 012000 - SUBSURFACE AND ENVIRONMENTAL DATA - REFER TO WESTON AND SAMPSON SPECS
SECTION 012500 - SUBSTITUTION PROCEDURES
SECTION 012600 - CONTRACT MODIFICATIONS PROCEDURES
SECTION 012900 - PAYMENT PROCEDURES
SECTION 013300 - SUBMITTAL PROCESS
SECTION 013323 - SUBMITTALS - REFER TO WESTON AND SAMPSON SPECS
SECTION 013500 - HEALTH, SAFETY, AND EMERGENCY RESPONSE - REFER TO WESTON AND SAMPSON SPECS
SECTION 013529 - HEALTH AND SAFETY PLAN - REFER TO WESTON AND SAMPSON SPECS
SECTION 013700 - SCHEDULE OF VALUES - REFER TO WESTON AND SAMPSON SPECS
SECTION 014000 - QUALITY REQUIREMENTS
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS
SECTION 016000 - PRODUCT REQUIREMENTS
SECTION 017300 - EXECUTION
SECTION 017700 - CLOSEOUT PROCEDURES
SECTION 017839 - PROJECT RECORD DOCUMENTS

DIVISION 2 - SITE WORK

SECTION 020000 - EARTHWORK - REFER TO WESTON AND SAMPSON SPECS
SECTION 026100.16 - HANDLING, TRANSPORTATION, AND OFF-SITE DISPOSAL OF EXCAVATION MATERIALS - REFER TO WESTON AND SAMPSON SPECS
SECTION 020100 - PROTECTION OF EXISTING UTILITIES
SECTION 024119 - SELECTIVE DEMOLITION

DIVISION 3 - CONCRETE

SECTION 031661 - HELICAL PILES
SECTION 033000 - CAST IN PLACE CONCRETE

DIVISION 4 - MASONRY - NOT USED

DIVISION 5 - METALS

SECTION 051200 - STEEL FRAMING
SECTION 052213 - PIPE AND TUBE RAILINGS
SECTION 055000 - METAL FABRICATION
SECTION 055220 - RAILING CABLE SYSTEMS

DIVISION 6 - WOOD

SECTION 061000 - ROUGH CARPENTRY
SECTION 061500 - WOOD DECKING AND LUMBER

DIVISION 7 - THERMAL AND MOISTURE PROTECTION - NOT USED

DIVISION 8 - DOORS AND WINDOWS - NOT USED

DIVISION 9 - FINISHES - NOT USED

DIVISION 10 SPECIALITIES - NOT USED

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DIVISION 11 EQUIPMENT – NOT USED

DIVISION 12 – FURNISHINGS – NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 – CONVEYING SYSTEMS – NOT USED

DIVISION 15 – MECHANICAL – NOT USED

DIVISION 16 – ELECTRICAL – NOT USED

DIVISION 31 – EARTHWORK
SECTION 310000 – EARTHWORK

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT – NOT USED

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
A101	LANDSCAPE & UNDERBUILDING REMOVALS	8/17/2023
A102	FIRST FLOOR REMOVALS PLAN	8/17/2023
A103	FLOOR	8/17/2023
A201	EXTERIOR ELEVATIONS	8/17/2023
A301	BUILDING SECTIONS	8/17/2023
A302	BUILDING SECTIONS	8/17/2023
A401	SECTION DETAIL	8/17/2023
A402	SECTION DETAIL	8/17/2023
A403	SECTION DETAIL	8/17/2023
A404	SECTION DETAIL	8/17/2023
A405	SECTION DETAIL	8/17/2023
1 OF 1	IMPROVEMENT LOCATION SURVEY	8/16/2023
C-1	EXISTING CONDITIONS	8/17/2023
C-2	PROPOSED CONDITIONS	8/17/2023
C-3	PROFILES	8/17/2023
CR100	EGRESS PLAN & CODE INFORMATON	8/17/2023
CS-1	GENERAL INFO & DRAWING LIST	8/17/2023
CS003	GENERAL NOTES	8/17/2023
CS101	SITE DEVELOPMENT PLAN	8/17/2023
CS501	SITE DETAILS I	8/17/2023
CS502	SITE DETAILS II	8/17/2023
D-1	DETAILS	8/17/2023
D-1B	DETAILS	8/17/2023
E-001	ELECTRICAL SYMBOLS ABBREVIATIONS AND NOTES	8/17/2023
E-90	ELECTRICAL UTILITY DISCONNECTION / RECONNECTION PLAN	8/17/2023
E-200	ELECTRICAL SITE LIGHTING PLAN	8/17/2023
E-400	ELECTRICAL RISER DIAGRAM	8/17/2023
E-500	ELECTRICAL DETAILS	8/17/2023
E-600	ELECTRICAL SPECIFICATIONS	8/17/2023
G-1	GENERAL NOTES, LEGEND, AND ABBREVIATIONS	8/17/2023
T-1	COVER SHEET	8/17/2023

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LL101	SITE LIGHTING PLAN	8/17/2023
LL501	SITE LIGHTING DETAILS	8/17/2023
LP101	PLANTING PLAN	8/17/2023
LP501	PLANTING DETAILS	8/17/2023
P- 401	PLUMBING SPECIFICATIONS	8/17/2023
PFP-001	PLUMBING/ FIRE PROTECTION COVER PAGE	8/17/2023
PFP-002	PLUMBING/ FIRE PROTECTION SCHEDULE & DETAIL SHEET	8/17/2023
PFP-90	PLUMBING / FIRE PROTECTION UNDER FLOOR & BURIED UTILITY	8/17/2023
PFPD-90	PLUMBING / FIRE PROTECTION UNDER FLOOR & BURIED UTILITY	8/17/2023
S1	FOUNDATION PLAN	8/17/2023
S1.1	FIRST FLOOR AND PORCH FRAMING PLAN	8/17/2023
S2	TYPICAL DETAILS AND GENERAL NOTES	8/17/2023
SD-1	EXISTING PORCH DEMOLITION PLAN	8/17/2023

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
See exhibit C – Project Bid Allowances	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

- Exhibit B dated 10/26/2023 GMP Work Sheet
- Exhibit C Project Bid Allowances
- Exhibit D General Conditions
- Exhibit E Unit Prices

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Lawrence Burnoli, Inc. (Sitework, Concrete, General Trades)
11 Eastview Drive, Farmington, CT 06032

Eastern Metal Works Inc. (Mist. Metals and Steel)

Init.

333 Woodmont Road, Milford, CT 06460

Power & Network Solutions (Electrical)
46 Higgins Drive, Milford, CT 06460

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Gregory M. Raucci President
(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:01:15 ET on 01/23/2024.

PAGE 1

This Amendment dated the 12th day of January in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of April in the year 2023 (the "Agreement")

...

Penfield Pavilion Soil Remediation and Building Foundation Reconstruction
323 Fairfield Beach Road, Fairfield, CT 06405

...

Town of Fairfield
725 Old Post Road, Fairfield, CT 06824

...

Bismark Construction Company, Inc.
100 Bridgeport Avenue, Milford, CT 06460

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$ 11,369,887.57), subject to additions and deductions by Change Order as provided in the Contract Documents.

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\$11,369,887.57 - See attached exhibit B dated 10/26/2023

...

See exhibit B dated 10/26/2023 – 4.5%

...

See exhibit B dated 10/26/2023 – 5% Overhead & CM Fee 4.5% - Subcontractors Allowed 15%

...

<u>Exterior painting of the existing building</u>	<u>\$100,000.00</u>	<u>N/A</u>
<u>Bid Package # 1.06 General Trades Alternate #1</u>		

...

See exhibit E – Unit Prices

...

[] Established as follows:

...

2/1/2024

...

[] Not later than 1 year (365) calendar days from the date of commencement of the Work.

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All contract work

2/2/2025

...

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- 00 52 26 FORM OF AGREEMENT /CONTRACT
- 00 61 13 PROFORMANCE AND PAYMENT BONDS
- 00 62 16 CERTIFICATE OF LIABILITY INSURANCE
- 00 62 84 PROCORE PROJECT MANAGEMENT POLICY & PROCEDURES
- 00 62 90 LIEN WAIVER

VOLUME 2

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 010001 – SEQUENCE OF BAYS

SECTION 010002 - GRADE BEAM SKETCH

SECTION 010003 – PHOTO OF EXISTING CONDITIONS (FOR REFERENCE ONLY)
SECTION 010004 – SITE LOGISTICS PLAN
SECTION 011100 – CONTROL OF WORK AND MATERIALS – REFER TO WESTON AND SAMPSON SPECS
SECTION 011216 – SCOPE AND SEQUENCE OF WORK – REFER TO WESTON AND SAMPSON SPECS
SECTION 011400 – SPECIAL PROVISIONS – REFER TO WESTON AND SAMPSON SPECS
SECTION 011419.16 – DUCT CONTROL – REFER TO WESTON AND SAMPSON SPECS
SECTION 012000 – SUBSURFACE AND ENVIRONMENTAL DATA – REFER TO WESTON AND SAMPSON SPECS
SECTION 012500 – SUBSTITUTION PROCEDURES
SECTION 012600 – CONTRACT MODIFICATIONS PROCEDURES
SECTION 012900 – PAYMENT PROCEDURES
SECTION 013300 – SUBMITTAL PROCESS
SECTION 013323 – SUBMITTALS – REFER TO WESTON AND SAMPSON SPECS
SECTION 013500 – HEALTH, SAFETY, AND EMERGENCY RESPONSE – REFER TO WESTON AND SAMPSON SPECS
SECTION 013529 – HEALTH AND SAFETY PLAN – REFER TO WESTON AND SAMPSON SPECS
SECTION 013700 – SCHEDULE OF VALUES – REFER TO WESTON AND SAMPSON SPECS
SECTION 014000 – QUALITY REQUIREMENTS
SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS
SECTION 016000 – PRODUCT REQUIREMENTS
SECTION 017300 – EXECUTION
SECTION 017700 – CLOSEOUT PROCEDURES
SECTION 017839 – PROJECT RECORD DOCUMENTS
DIVISION 2 – SITE WORK
SECTION 020000 – EARTHWORK - REFER TO WESTON AND SAMPSON SPECS
SECTION 026100.16 – HANDLING, TRANSPORTATION, AND OFF-SITE DISPOSAL OF EXCAVATION MATERIALS - REFER TO WESTON AND SAMPSON SPECS
SECTION 020100 – PROTECTION OF EXISTING UTILITIES
SECTION 024119 – SELECTIVE DEMOLITION

DIVISION 3 – CONCRETE
SECTION 031661 – HELICAL PILES
SECTION 033000 – CAST IN PLACE CONCRETE

DIVISION 4 – MASONRY – NOT USED

DIVISION 5 – METALS
SECTION 051200 – STEEL FRAMING
SECTION 052213 – PIPE AND TUBE RAILINGS
SECTION 055000 – METAL FABRICATION
SECTION 055220 – RAILING CABLE SYSTEMS

DIVISION 6 – WOOD
SECTION 061000 – ROUGH CARPENTRY
SECTION 061500 – WOOD DECKING AND LUMBER

DIVISION 7 - THERMAL AND MOISTURE PROTECTION – NOT USED

DIVISION 8 - DOORS AND WINDOWS – NOT USED

DIVISION 9 – FINISHES – NOT USED
DIVISION 10 SPECIALITIES – NOT USED

DIVISION 11 EQUIPMENT – NOT USED

DIVISION 12 – FURNISHINGS – NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 – CONVEYING SYSTEMS – NOT USED

DIVISION 15 – MECHANICAL – NOT USED

DIVISION 16 – ELECTRICAL – NOT USED

DIVISION 31 – EARTHWORK

SECTION 310000 – EARTHWORK

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT – NOT USED

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<u>A101</u>	<u>LANDSCAPE & UNDERBUILDING REMOVALS</u>	<u>8/17/2023</u>
<u>A102</u>	<u>FIRST FLOOR REMOVALS PLAN</u>	<u>8/17/2023</u>
<u>A103</u>	<u>FLOOR</u>	<u>8/17/2023</u>
<u>A201</u>	<u>EXTERIOR ELEVATIONS</u>	<u>8/17/2023</u>
<u>A301</u>	<u>BUILDING SECTIONS</u>	<u>8/17/2023</u>
<u>A302</u>	<u>BUILDING SECTIONS</u>	<u>8/17/2023</u>
<u>A401</u>	<u>SECTION DETAIL</u>	<u>8/17/2023</u>
<u>A402</u>	<u>SECTION DETAIL</u>	<u>8/17/2023</u>
<u>A403</u>	<u>SECTION DETAIL</u>	<u>8/17/2023</u>
<u>A404</u>	<u>SECTION DETAIL</u>	<u>8/17/2023</u>
<u>A405</u>	<u>SECTION DETAIL</u>	<u>8/17/2023</u>
<u>1 OF 1</u>	<u>IMPROVEMENT LOCATION SURVEY</u>	<u>8/16/2023</u>
<u>C-1</u>	<u>EXISTING CONDITIONS</u>	<u>8/17/2023</u>
<u>C-2</u>	<u>PROPOSED CONDITIONS</u>	<u>8/17/2023</u>
<u>C-3</u>	<u>PROFILES</u>	<u>8/17/2023</u>
<u>CR100</u>	<u>EGRESS PLAN & CODE INFORMATON</u>	<u>8/17/2023</u>
<u>CS-1</u>	<u>GENERAL INFO & DRAWING LIST</u>	<u>8/17/2023</u>
<u>CS003</u>	<u>GENERAL NOTES</u>	<u>8/17/2023</u>
<u>CS101</u>	<u>SITE DEVELOPMENT PLAN</u>	<u>8/17/2023</u>
<u>CS501</u>	<u>SITE DETAILS I</u>	<u>8/17/2023</u>
<u>CS502</u>	<u>SITE DETAILS II</u>	<u>8/17/2023</u>
<u>D-1</u>	<u>DETAILS</u>	<u>8/17/2023</u>
<u>D-1B</u>	<u>DETAILS</u>	<u>8/17/2023</u>
<u>E-001</u>	<u>ELECTRICAL SYMBOLS ABBREVIATIONS AND NOTES</u>	<u>8/17/2023</u>
<u>E-90</u>	<u>ELECTRICAL UTILITY DISCONNECTION / RECONNECTION PLAN</u>	<u>8/17/2023</u>
<u>E-200</u>	<u>ELECTRICAL SITE LIGHTING PLAN</u>	<u>8/17/2023</u>
<u>E-400</u>	<u>ELECTRICAL RISER DIAGRAM</u>	<u>8/17/2023</u>
<u>E-500</u>	<u>ELECTRICAL DETAILS</u>	<u>8/17/2023</u>
<u>E-600</u>	<u>ELECTRICAL SPECIFICATIONS</u>	<u>8/17/2023</u>
<u>G-1</u>	<u>GENERAL NOTES, LEGEND, AND ABBREVIATIONS</u>	<u>8/17/2023</u>
<u>T-1</u>	<u>COVER SHEET</u>	<u>8/17/2023</u>
<u>LL101</u>	<u>SITE LIGHTING PLAN</u>	<u>8/17/2023</u>
<u>LL501</u>	<u>SITE LIGHTING DETAILS</u>	<u>8/17/2023</u>
<u>LP101</u>	<u>PLANTING PLAN</u>	<u>8/17/2023</u>
<u>LP501</u>	<u>PLANTING DETAILS</u>	<u>8/17/2023</u>
<u>P- 401</u>	<u>PLUMBING SPECIFICATIONS</u>	<u>8/17/2023</u>
<u>PFP-001</u>	<u>PLUMBING/ FIRE PROTECTION COVER PAGE</u>	<u>8/17/2023</u>
<u>PFP-002</u>	<u>PLUMBING/ FIRE PROTECTION SCHEDULE & DETAIL SHEET</u>	<u>8/17/2023</u>
<u>PFP-90</u>	<u>PLUMBING / FIRE PROTECTION UNDER FLOOR & BURIED UTILITY</u>	<u>8/17/2023</u>
<u>PFPD-90</u>	<u>PLUMBING / FIRE PROTECTION UNDER FLOOR & BURIED UTILITY</u>	<u>8/17/2023</u>
<u>S1</u>	<u>FOUNDATION PLAN</u>	<u>8/17/2023</u>
<u>S1.1</u>	<u>FIRST FLOOR AND PORCH FRAMING PLAN</u>	<u>8/17/2023</u>
<u>S2</u>	<u>TYPICAL DETAILS AND GENERAL NOTES</u>	<u>8/17/2023</u>

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See exhibit C – Project Bid Allowances

...

Exhibit B dated 10/26/2023 GMP Work Sheet

Exhibit C Project Bid Allowances

Exhibit D General Conditions

Exhibit E Unit Prices

...

Lawrence Burnoli, Inc. (Sitework, Concrete, General Trades)

11 Eastview Drive, Farmington, CT 06032

Eastern Metal Works Inc. (Mist, Metals and Steel)

333 Woodmont Road, Milford, CT 06460

Power & Network Solutions (Electrical)

46 Higgins Drive, Milford, CT 06460

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Gregory M. Raucci President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Gregory M. Raucci, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:01:15 ET on 01/23/2024 under Order No. 4104243836 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Penfield Pavilion – FEMA & DEEP Remediation Project

Contract Bid Documents Dated: August 17, 2023

Town of Fairfield Bid # 2024-18

Engineering No: 3609

Bismark Construction is presenting our Guaranteed Maximum Price Cost Summary with Alternates (Exhibit A), Contract Construction Documents, Specifications and Drawing List (Exhibit B), List of Allowances (Exhibit C) and Construction Schedule with a February 1, 2024, start date (Exhibit D).

The contract construction drawings are dated August 17, 2023, and prepared by Joseph Sepot Architects and Weston and Sampson Environmental Consultants.

The GMP is based on contract documents prepared by both Town of Fairfield Consultants noted. Our GMP also includes Addenda #1 through #4, issued during the procurement bidding phase.

The GMP cost proposal for the Fairfield FEMA and DEEP Remediation project contract is **\$11,369,887.57** (See Exhibit A). This GMP includes 5% construction contingency, noted Allowances (Exhibit C), Construction Manager insurance costs, Construction Manager and Subcontractor payment and performance bonds as noted.

GMP Conditions & Clarifications

1. All work shall be completed under normal working hours.
2. The project location will require continuous storm monitoring by the Construction Manager, Town of Fairfield Project Managers and the Design Team. Construction Manager shall provide a Hurricane Readiness Plan that will be utilized to review potential storm concerns with the team.
3. All remediation work monitoring and final yardage shall be finalized by the Town of Fairfield Consultant Weston & Sampson.
4. Town of Fairfield shall perform work necessary regrade existing beach 20feet from building to elevation 8'-0" to meet FEMA Requirements.

EXHIBIT -A - GMP



Penfield Pavilion FEMA and DEEP REMEDIATION



GMP Work Sheet

GMP 10-26-23

Bid Packages Received 10-		Bid Package Date		
Site Package - Lawrence Brunoli, Inc		9/21/2023	\$	6,000,000.00
Concrete Package - Lawrence Brunoli, Inc		9/21/2023	\$	1,425,000.00
Steel Package - Eastern Metals Works		9/21/2023	\$	114,173.00
General Trades Package - Lawrence Brunoli, Inc		9/21/2023	\$	1,867,000.00
Electrical Package - Power & Network Solutions		9/21/2023	\$	194,000.00
-Allowance Allocated for Transformer Relocation / UI			\$	50,000.00
-Allowance Allocated for Lightening Protection Below Grade			\$	25,000.00
			Subtotal Bid Packages:	\$ 9,675,173.00
Accepted Bid package Deducts:				
Site / Concrete / General Trade Package deduct		deduct	\$	(150,000.00)
Site Scope Item K8 - Contractor to remove and store Outdoor signage, bike racks, galvanized bollards light fixtures.		deduct	\$	(3,000.00)
Site Scope Item T4 - Contractor shall provide regrading of the beach to Elevation 8'		deduct	\$	(10,000.00)
Site - Provide concrete pavement at pedestrian drop-off in lieu of concrete brick pavers (per Alternate #6)		deduct	\$	(15,000.00)
General Trade Boardwalk deduct (per Alternate #4 add)		deduct	\$	(60,000.00)
General Trade Contract Exterior Paint		deduct	\$	(10,000.00)
PNS Electric (Payment and performance Bond cost deduct)		deduct	\$	(2,500.00)
			Trade package subtotal less Deducts:	\$ 9,424,673.00
Construction Manager @ Risk - Costs:				
Excess Liability Insurance	0.870%		\$	81,994.66
Pollution Insurance	0.22%		\$	20,734.28
Builders Risk				NIC
CM Pre Construction Fee			\$	74,019.00
Pre Conn Reimbursable				
a. Fencing			\$	71,427.66
b. Signage			\$	9,144.10
c. Field Work			\$	4,875.19
d. Structural Eng. Shoring			\$	8,062.59
e. Temporary Electrical service/Pole			\$	12,640.99
f. Pre Construction field supervision			\$	2,917.66
i. Deck Sample Boards			\$	7,976.76
g. Silt Fence			\$	10,366.19
P & P Bond Costs (CMR)	1.00%		\$	94,246.73
CONSTRUCTION MANAGER Fee	4.50%		\$	424,110.29
Project Management Fee	0.18%		\$	16,964.41
Safety Consultant			\$	15,000.00
General Conditions			\$	617,050.00
State of CT. BBLD Fee	.26/1000		\$	2,450.41
Fairfield Permit Fee	0.0232			NIC
Project Construction Contingency	5%		\$	471,233.65
			Contract GMP:	\$ 11,369,887.57

EXHIBIT-B - CONTRACT CONSTRUCTION DOCUMENTS, SPECIFICATIONS and DRAWING LIST

Penfield Pavilion FEMA and DEEP Remediation
Town of Fairfield Project No. 2024 -18
Engineering No. 3609
August 17, 2023

VOLUME 1

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 00	TABLE OF CONTENTS
00 11 16	INVITATION TO BID
00 21 13	INSTRUCTIONS TO BIDDERS
00 24 00	BIDDING REQUIREMENTS-SCOPE OF WORK
	BID PACKAGE 1.01 – SITE REMEDIATION, SITE WORK, BUIDLING SITEWORK, DEMOLITION, AND SHORING
	BID PACKAGE 1.02 – CONCRETE (TBD)
	BID PACKAGE 1.05 – MISCELLANEOUS METALS
	BID PACKAGE 1.06 – GENERAL TRADES
	BID PACKAGE 1.17 – ELECTRICAL
00 31 13.1	ADVANCED PLANNING & SCHEDULING
00 31 13.2	PROJECT SCHEDULE
00 41 00	BID PROPOSAL FORM
00 43 13	BID BOND
00 43 24	BIDDER’S REQUEST FOR INFORMATION FORM
00 43 37	NOTIFICATION TO BIDDER
00 43 40	EEO POLICY STATEMENT
00 43 43	WAGE RATES AND CERTIFICATION FORM
00 43 54	BIDDER INFORMATION
00 45 13	STATEMENT OF BIDDER’S QUALIFICATIONS
00 45 19	NON-COLLUSION AFFIDAVIT
00 45 49	POST BIDDING CERTIFICATION
00 52 26	FORM OF AGREEMENT /CONTRACT
00 61 13	PROFORMANCE AND PAYMENT BONDS
00 62 16	CERTIFICATE OF LIABILITY INSURANCE
00 62 84	PROCORE PROJECT MANAGEMENT POLICY & PROCEDURES
00 62 90	LIEN WAIVER

VOLUME 2

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 010001	– SEQUENCE OF BAYS
SECTION 010002	- GRADE BEAM SKETCH
SECTION 010003	– PHOTO OF EXISTING CONDITIONS (FOR REFERENCE ONLY)
SECTION 010004	– SITE LOGISITCS PLAN
SECTION 011100	– CONTROL OF WORK AND MATERIIALS – REFER TO WESTON AND SAMPSON SPECS
SECTION 011216	– SCOPE AND SEQUENCE OF WORK – REFER TO WESTON AND SAMPSON SPECS
SECTION 011400	– SPECIAL PROVISIONS – REFER TO WESTON AND SAMPSON SPECS

SECTION 011419.16 – DUCT CONTROL – REFER TO WESTON AND SAMPSON SPECS
SECTION 012000 – SUBSURFACE AND ENVIRONMENTAL DATA – REFER TO WESTON AND
SAMPSON SPECS
SECTION 012500 – SUBSTITUTION PROCEDURES
SECTION 012600 – CONTRACT MODIFICATIONS PROCEDURES
SECTION 012900 – PAYMENT PROCEDURES
SECTION 013300 – SUBMITTAL PROCESS
SECTION 013323 – SUBMITTALS – REFER TO WESTON AND SAMPSON SPECS
SECTION 013500 – HEALTH, SAFETY, AND EMERGENCY RESPONSE – REFER TO WESTON
AND SAMPSON SPECS
SECTION 013529 – HEALTH AND SAFETY PLAN – REFER TO WESTON AND SAMPSON SPECS
SECTION 013700 – SCHEDULE OF VALUES – REFER TO WESTON AND SAMPSON SPECS
SECTION 014000 – QUALITY REQUIREMENTS
SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS
SECTION 016000 – PRODUCT REQUIREMENTS
SECTION 017300 – EXECUTION
SECTION 017700 – CLOSEOUT PROCEDURES
SECTION 017839 – PROJECT RECORD DOCUMENTS

DIVISION 02 – EXISTING CONDITIONS

SECTION 020000 – EARTHWORK - REFER TO WESTON AND SAMPSON SPECS
SECTION 026100.16 – HANDLING, TRANSPORTATION, AND OFF-SITE DISPOSAL OF
EXCAVATION MATERIALS - REFER TO WESTON AND SAMPSON SPECS
SECTION 020100 – PROTECTION OF EXISTING UTILITIES
SECTION 024119 – SELECTIVE DEMOLITION

DIVISION 03 - CONCRETE

SECTION 031661 – HELICAL PILES
SECTION 033000 – CAST IN PLACE CONCRETE

DIVISION 04 - MASONRY

NOT USED

DIVISION 05 - METALS

SECTION 051200 – STEEL FRAMING
SECTION 052213 – PIPE AND TUBE RAILINGS
SECTION 055000 – METAL FABRICATION
SECTION 055220 – RAILING CABLE SYSTEMS

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

SECTION 061000 – ROUGH CARPENTRY
SECTION 061500 – WOOD DECKING AND LUMBER

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

NOT USED

DIVISION 08 - OPENINGS

NOT USED

DIVISION 09 - FINISHES

NOT USED

DIVISION 10 - SPECIALTIES

NOT USED

DIVISION 11 - EQUIPMENT

NOT USED

DIVISION 12 - FURNISHINGS

NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING EQUIPMENT

NOT USED

DIVISION 21 – FIRE SUPPRESSION

NOT USED

DIVISION 22 - PLUMBING

NOT USED

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

NOT USED

DIVISION 25 – INTEGRATED AUTOMATION

NOT USED

DIVISION 26 – ELECTRICAL

NOT USED

DIVISION 27 – COMMUNICATIONS

NOT USED

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

NOT USED

DIVISION 31 – EARTHWORK

SECTION 310000 – EARTHWORK

DIVISION 32 – EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 – UTILITIES

NOT USED

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT

NOT USED

DRAWING LIST – JOSEPH SEPTO ARCHITECTS 8/17/2023

Drawing No.	Drawing Title	Rev.	Drawing Date
CS-1	General Information and Drawing List		8/17/2023
CR100	Egress Plan and Code Information		8/17/2023
	Civil Drawings		
16-153b	Improvement Survey (As-Built)		12/21/2016
CS003	General Notes		8/17/2023
CS101	Site Development Plan		8/17/2023
CS501	Site Details I		8/17/2023
CS502	Site Details II		8/17/2023
LP101	Planting Plan		8/17/2023
LP501	Planting Details		8/17/2023
LL101	Site Lighting Plan		8/17/2023
LL501	Site Lighting Details		8/17/2023
	Architectural		
A101	Landscape and Under-Building Removals Plan		8/17/2023
A102	First Floor Removals Plan		8/17/2023
A103	First Floor Plan		8/17/2023
A201	Exterior Elevations		8/17/2023
A301	Building Sections		8/17/2023
A302	Building Sections		8/17/2023
A401	Section Details		8/17/2023
A402	Section Details		8/17/2023
A403	Section Details		8/17/2023
A404	Section Details		8/17/2023
A405	Section Details		8/17/2023
	Structural		
S1	Foundation Plan		
S1.1	First Floor and Porch Framing Plan		
S2	Typical Details and General Notes		
SD-1	Existing Porch Demolition Plan		
	Plumbing		
PFP-001	P.F.P. Cover Page		08/17/2023
PFP002	P.F.P. Schedule & Detail Page		08/17/2023
PFPD-90	P.F.P. Underfloor & Buried Utility Disconnection Plan		08/17/2023
PFP-90	P.F.P. Underfloor & Buried Utility Reconnection Plan		08/17/2023
P-401	Plumbing Specifications		08/17/2023
	Electrical		
E-001	Electrical Symbols Abbreviations & Notes		08/17/2023
E-90	Electrical Utility Disconnection/Reconnection Plan		08/17/2023
E-200	Electrical Site Lighting Plan		08/17/2023
E-400	Electrical Riser Diagram		08/17/2023
E-500	Electrical Details		08/17/2023
E-600	Electrical Specifications		08/17/2023

DRAWING LIST – WESTON AND SAMPSON 8/17/2023

Drawing No.	Drawing Title	Rev.	Drawing Date
T-1	COVER SHEET		8/17/2023
G-1	GENERAL NOTES, LEGEND, AND ABBREVIATIONS		8/17/2023
C-1	EXISTING CONDITIONS		8/17/2023
C-2	PROPOSED CONDITIONS AND PHASING PLAN		8/17/2023
C-3	PROFILES		8/17/2023
D-1	DETAILS		8/17/2023
D-2	DETAILS		8/17/2023

END OF SECTION 00 10 00

EXHIBIT-C - PROJECT BID ALLOWANCES



PENFIELD PAVILLION FEMA & DEEP RECONSTRUCTION BID PACKAGE ALLOWANCES

VALUE

PROJECT ALLOWANCES

A SITEWORK			
1	On site structural fill pile storm readiness	500 cy	\$ 25,000.00
2	Site storm readiness allowance		\$ 50,000.00
3	Winterization allowance of water systems		\$ 10,000.00
B CONCRETE WORK			
			0
C STEEL WORK			
1	Structural allowance for misc.		\$ 10,000.00
D GENERAL TRADES			
1	Labor Hours to be used as directed by CM		
	Carpenter Hours	240 hrs.	\$ 20,400.00
	Laborer Hours	500 hrs.	\$ 38,500.00
2	Roof repair allowance		\$ 15,000.00
3	Interior finish repair allowance		\$ 25,000.00
4	Winterize and start up allowance HVAC systems		\$ 35,000.00
5	Temporary Heat allowance		\$ 20,000.00
6	Replace Damaged Rain water leaders Allowance		\$ 10,000.00
7	Floor to sub grade access allowance		\$ 20,000.00
E ELECTRICAL			
1	Labor Hours to be used as directed by CM	100 hrs.	\$ 9,000.00
2	Relocation of mounted conduits mounted to framing		\$ 18,000.00
3	Allowance Allocated for Transformer Relocation / U		\$ 50,000.00
4	Allowance Allocated for Lightning Protection Below Grade		\$ 25,000.00
TOTAL PROJECT ALLOWANCES			\$ 380,900.00



TOWN OF FAIRFIELD

PENFIELD PAVILION PROJECT

Project Schedule

January 2024

ID	Task Name	Duration	Start	Finish	Half 1, 2023					Half 2, 2023					Half 1, 2024					Half 2, 2024					Half 1,				
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
1	PENFIELD BEACH PAVILION - Fairfield, CT	488 days	Thu 3/23/23	Mon 2/3/25	[Gantt bar spanning from Thu 3/23/23 to Mon 2/3/25]																								
2	PRE-CONSTRUCTION	118 days	Thu 3/23/23	Mon 9/4/23	[Gantt bar from Thu 3/23/23 to Mon 9/4/23]																								
3	Board Approval to Proceed	1 day	Thu 3/23/23	Thu 3/23/23	[Milestone diamond at Thu 3/23/23]																								
4	Pre-Construction / Design Development	105 days	Fri 3/24/23	Thu 8/17/23	[Gantt bar from Fri 3/24/23 to Thu 8/17/23]																								
5	Pre-Construction Contract Review & Reward	11 days	Mon 4/17/23	Mon 5/1/23	[Gantt bar from Mon 4/17/23 to Mon 5/1/23]																								
6	DD Design Development to CD Plans	105 days	Fri 3/24/23	Thu 8/17/23	[Gantt bar from Fri 3/24/23 to Thu 8/17/23]																								
7	FEMA Package Submission for Record	20 days	Fri 8/18/23	Thu 9/14/23	[Gantt bar from Fri 8/18/23 to Thu 9/14/23]																								
8	Permitting	30 days	Thu 8/24/23	Wed 10/4/23	[Gantt bar from Thu 8/24/23 to Wed 10/4/23]																								
9	Building Permit Procurement	30 days	Thu 8/24/23	Wed 10/4/23	[Gantt bar from Thu 8/24/23 to Wed 10/4/23]																								
10	SCOPES AND CONTRACTS	59 days	Tue 8/22/23	Fri 11/10/23	[Gantt bar from Tue 8/22/23 to Fri 11/10/23]																								
11	Bidding Phase	59 days	Tue 8/22/23	Fri 11/10/23	[Gantt bar from Tue 8/22/23 to Fri 11/10/23]																								
12	Bidding / Procurement - Remediation & Construction	30 days	Tue 8/22/23	Mon 10/2/23	[Gantt bar from Tue 8/22/23 to Mon 10/2/23]																								
13	GMP Submission to Town for Approval	5 days	Fri 10/27/23	Thu 11/2/23	[Gantt bar from Fri 10/27/23 to Thu 11/2/23]																								
14	Scope Review / Contract Award	15 days	Mon 10/23/23	Fri 11/10/23	[Gantt bar from Mon 10/23/23 to Fri 11/10/23]																								
15	CONSTRUCTION	329 days	Wed 11/1/23	Mon 2/3/25	[Gantt bar from Wed 11/1/23 to Mon 2/3/25]																								
16	REMEDATION & CONSTRUCTION	262 days	Wed 11/1/23	Thu 10/31/24	[Gantt bar from Wed 11/1/23 to Thu 10/31/24]																								
17	Preconstruction	66 days	Wed 11/1/23	Wed 1/31/24	[Gantt bar from Wed 11/1/23 to Wed 1/31/24]																								
18	Construction	263 days	Thu 2/1/24	Mon 2/3/25	[Gantt bar from Thu 2/1/24 to Mon 2/3/25]																								

Project: Pavilion - Schedule Date: Wed 1/24/24	Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
	Split		External Tasks		Manual Task		Start-only		Progress	
	Milestone		External Milestone		Duration-only		Finish-only		Deadline	
	Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

EXHIBIT-E - GENERAL CONDITIONS



PENFIELD PAVILLION FEMA & DEEP RECONSTRUCTION

	Months	UNIT	Labor rate	Total
GENERAL CONDITIONS				
A Field Staffing				
Project executive (Part Time)	1	ls	\$ 22,000.00	\$ 22,000.00
Project Manager	52	WKS	\$ 4,720.00	\$ 245,440.00
Assistant Project engineer	24	WKS	\$ 3,000.00	\$ 72,000.00
Superintendent	48	WKS	\$ 4,600.00	\$ 220,800.00
B Field General Conditions				
FUEL COST	48	WKS	\$ 150.00	\$ 7,200.00
DOCUMENT REPRODUCTION	1.00	LS	\$ 3,000.00	\$ 3,000.00
FIELD OFFICE (remaining months)	11	MTHS		\$ 18,000.00
TEMPORARY TOILETS				BP
DUMPSTER SERVICE				BP
PROJECT SIGN	1	LS	\$ 4,000.00	\$ 4,000.00
TEMPORARY POWER	11	MTHS	\$ 550.00	\$ 6,050.00
SAFETY / OSHA	11	MTHS	\$ 500.00	\$ 5,500.00
TELEPHONE	11	MTHS	\$ 300.00	\$ 3,300.00
INTERNET / COPIER	11	MTHS	\$ 360.00	\$ 3,960.00
CLOSEOUT DOCUMENTS	1	LS	\$ 2,500.00	\$ 2,500.00
PROGRESS SCHEDULE - MicroSoft Project In House	11	MTHLY	\$ 300.00	\$ 3,300.00
FINAL CLEANING				BP
CONTINUOUS CLEAN'G				BP
			GC TOTALS:	\$ 617,050.00

ARPA										
Row	ARPA Project	Project	Budgeted Cost	Less: Expenditures	Less: Encumbered	Less: Requisitions	= Total Available In Munis as of 01/29/2024	(Excess Funds) - Removing Funding	Additional Funds Requested	Notes
1	Paving and Sidewalk Repair	81025	\$ 3,000,000	\$ 2,994,824	\$ 5,176		\$ -		\$ 4,873,651	Need funds to complete spring paving and sidewalks
2	Deck/patio behind senior center	81026	\$ 100,000	\$ 77,040			\$ 22,960	\$ (22,960)		The Deck/Patio project at the Sr. Center is complete
3	Senior Center Renovation	81028	\$ 850,000	\$ 313,190	\$ 352,759		\$ 184,051		\$ -	The Senior Center Renovation project is still underway. The Bathrooms project has been awarded and funds encumbered. Same for the Trane HVAC Rooftop units. The Kitchen was the third phase of the project and there will not be enough for the whole thing but maybe enough for new kitchen hood exhaust.
4	Downtown Resiliency - Permeable Surfacing	81004	\$ 1,420,000	\$ 104,940	\$ 189,060		\$ 1,126,000	\$ (776,000)		Leaving \$300K in for design for Phase 1.
5	Rooster River Detention Area	81007	\$ 3,250,000	\$ 405,079	\$ -		\$ 2,844,921	\$ (2,194,921)		We are leaving \$650K in the account to pay for open vendor invoicing and bidding for Phase 1.
6	Traffic Lights	81014	\$ 1,000,000	\$ 47,753	\$ 727		\$ 951,520		\$ -	This will cover Year 1 traffic lights, additional funding will be needed for other years.
7	High Intensity Wave and Erosion Damage & Resiliency Study	81018	\$ 400,000	\$ 23,140	\$ -		\$ 376,860	\$ (376,860)		As discussed with Mr Gerber, this project is closed.
8	Town-wide Guard Rail and Fencing	81019	\$ 200,000	\$ 102,441	\$ 82,500		\$ 15,059		\$ 30,000	In progress. The additional \$30k requested is for a gate at Jennings Beach.
9	Perry's Green Bulkhead	81023	\$ 1,000,000	\$ 86,573	\$ 14,273		\$ 899,155		\$ 600,000	We will need additional \$600,000
10	Sidewalks Stratfield	81029	\$ 1,150,000	\$ 829,214	\$ 320,786		\$ -			Completed.
11	ADA Consultant	81032	\$ 75,000	\$ -	\$ -		\$ 75,000	\$ (75,000)		currently being done in house.
12	Sidewalks Southport	81036	\$ 250,000				\$ 250,000	\$ (250,000)		closing project. Will revisit for funding.
13	Fire Station Rehabilitation	81024	\$ 550,000	\$ 335,130	\$ 103,308		\$ 111,562			in progress
14	Fire shift commander vehicle	81037	\$ 150,000	\$ 18,288	\$ 102,734		\$ 28,979		\$ -	Not expected to be over budget
15	Fire vehicle replacement	81040	\$ 60,000				\$ 60,000		\$ -	Not expected to be over budget
16	Non-profit Mental Health	81001	\$ 450,000	\$ 300,000	\$ -		\$ 150,000	\$ (150,000)		Julie DeMarco advised that "Child guidance is not able to use the ARPA funds. They don't have the numbers for residents who are under-insured or without insurance".
17	COVID Recovery Assistance	81002	\$ 250,000	\$ 187,346	\$ -		\$ 62,654	\$ 50,000	\$ -	As discussed, we are leaving \$12,654 to finish up and then closing this program out.
18	Jennings Beach Concession Upgrades	81008	\$ 100,000	\$ 75,180	\$ 13,385		\$ 11,435		\$ -	Remaining funds expected to be used up soon.
19	Tunxis Hill Park Playground	81009	\$ 150,000	\$ 150,000	\$ -		\$ -			Completed.
20	Melville Park Playground	81010	\$ 175,000	\$ 151,464	\$ -		\$ 23,536	\$ (23,536)		Completed
21	Lincoln Park Playground Replacement	81011	\$ 150,000	\$ 150,000	\$ -		\$ -		\$ -	Completed
22	Dover Park Playground Replacement	81012	\$ 150,000	\$ 130,847	\$ -		\$ 19,153	\$ (19,153)		Completed
23	Highwood Park Playground Replacement	81013	\$ 300,000	\$ 268,395	\$ -		\$ 31,605	\$ (31,605)		Completed
24	Golf Course Maintenance Equipment	81022	\$ 230,000	\$ 223,977	\$ 3,068		\$ 2,955	\$ (2,955)		Completed
25	SGT Murphy Playground	81038	\$ 150,000	\$ 149,940			\$ 60	\$ (60)		Completed.

ARPA										
Row	ARPA Project	Project	Budgeted Cost	Less: Expenditures	Less: Encumbered	Less: Requisitions	= Total Available In Munis as of 01/29/2024	(Excess Funds) - Removing Funding	Additional Funds Requested	Notes
26	Police headquarter Rehab	81039	\$ 350,000			\$ 35,500	\$ 314,500		\$ -	The architects were recently awarded the bid. We have met with the architects to articulate our needs, and they are currently preparing schematic designs for us. Along with those designs will come construction documents that will allow us to gain a better understanding of a more accurate cost of the project
27	Police Safe Corridor Program	81041	\$ 108,000	\$ 6,750	\$ 8,241		\$ 93,009		\$ -	We are on budget and hope to have the majority of the project completed in the next couple of months
28	Hybrid Meeting Technology	81020	\$ 400,000	\$ 175,000	\$ 160,031		\$ 64,969		\$ -	on budget -As per Dave Kelley, he will need the entire amount budgeted to address the BOE equipment, if needed.
29	Plan of Conservation and Development (POCD)	81003	\$ 175,000	\$ 99,584	\$ 52,248		\$ 23,168		\$ -	on budget
30	Body Cam/Dash Cam/Tasers	81005	\$ 3,700,000	\$ 2,104,697	\$ 1,600,623		\$ (5,320)			Completed.
31	Fairfield Theatre Company - free outdoor concerts	81015	\$ 50,000	\$ 50,000	\$ -		\$ -		\$ -	Completed.
32	Electric Car Charging Stations	81016	\$ 200,000	\$ 164,932	\$ 13,944		\$ 21,125			James Ryan advised that he is holding off paying the vendor until the chargers are repaired. He emailed for a status update and will advise when he hears back. We need to keep funds in account in case they do not repair the issues and he needs to have them repaired.
33	Electric/Hybrid Vehicles	81030	\$ 740,000	\$ 446,685	\$ 15,032		\$ 278,284	\$ (278,284)		As discussed, closing out. Eli has confirmed that no additional vehicles were on order.
34	Fill Pile	81006	\$ 1,000,000	\$ 46,370	\$ 186,830		\$ 766,800		\$ -	In progress.
35	Burr Historical Gardens	81017	\$ 25,000	\$ -	\$ -		\$ 25,000	\$ (25,000)		This project was completed in house and these funds were no longer needed
36	Digitizing Records	81021	\$ 125,000	\$ -	\$ -		\$ 125,000		\$ 20,000	the additional \$20k is for the Assessors office. Ross Murray submitted for consideration a December 2022 estimate totaling \$16k, (we rounded to \$20k) related to the scanning of 4 decades of historic filed Assessor files.
37	HVAC at schools	81027	\$ 1,000,000	\$ 1,000,000	\$ -		\$ -		\$ -	
38	Town and BOE Fiber Optic Network	81031	\$ -	\$ -	\$ -		\$ -		\$ -	Project has been cancelled.
39	Diversity & Inclusion Consultant	81033	\$ 75,000	\$ 10,249	\$ -		\$ 64,751	\$ (64,751)		As discussed with Mr. Gerber, we are closing out this project
40	Fairfield Museum	81042	\$ 40,000	\$ 40,000			\$ -			Completed.
Total Allocated Funds		A	\$ 23,548,000	\$ 11,269,027	\$ 3,224,724	\$ 35,500	\$ 9,018,749	\$ (4,241,085)	\$ 5,523,651	
Total ARPA Funds received		B	\$24,830,566					C	D	
Unallocated ARPA funds			\$1,282,566	B-A						
Add: Excess Funds			\$4,241,085	C						
Total Unallocated/Excess Funds Available			\$5,523,651	D						

Fairfield, CT

Proposed 2024-2028 Roadway Capital Improvement Plan Summary

*Costs Serve For Estimating Purposes Only. Not to be used for Bidding/Construction.

DRAFT - 10/13/2023	Length (Miles)	Square Yards	Repair	Sidewalk	Contingency	Supplemental	Total
2024							
Operational							
Crack Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
Chip Seal	2.09	26,754.66	\$66,886.65	\$0.00	\$13,377.33	\$0.00	\$80,263.98
Paving (Bond)							
Mill and Overlay (2"/2") w/Gas	2.99	50,341.84	\$402,734.74	\$0.00	\$88,123.95	\$0.00	\$490,858.70
Mill and Overlay (2"/2") w/Gas & Drainage	1.61	27,744.65	\$221,957.20	\$0.00	\$44,391.44	\$0.00	\$266,348.64
Mill and Overlay (2"/2")	3.63	61,853.07	\$989,649.17	\$0.00	\$198,720.38	\$0.00	\$1,188,369.55
Mill and Overlay (2"/2") w/SW	1.81	35,284.92	\$564,558.69	\$200,369.00	\$124,922.43	\$0.00	\$889,850.12
Year Total:	12.13	201,979.14	\$2,245,786.45	\$200,369.00	\$469,535.53	\$50,000.00	\$2,965,690.99
2025							
Operational							
Chip Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Crack Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
Paving (Bond)							
Mill and Overlay (2"/2")	5.22	85,307.79	\$1,364,924.69	\$0.00	\$272,984.94	\$0.00	\$1,637,909.62
Mill and Overlay (2"/2") w/SW	3.96	70,283.19	\$1,124,531.00	\$622,980.00	\$241,532.34	\$0.00	\$1,989,043.34
Year Total:	9.18	155,590.98	\$2,489,455.68	\$622,980.00	\$514,517.28	\$150,000.00	\$3,776,952.96
2026							
Operational							
Chip Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Crack Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
Paving (Bond)							
Mill and Overlay (2"/2")	2.94	49,022.52	\$784,360.27	\$0.00	\$171,676.23	\$0.00	\$956,036.50
Mill and Overlay (2"/2") w/SW	5.81	97,470.39	\$1,559,526.20	\$666,930.00	\$316,644.88	\$0.00	\$2,543,101.08
Year Total:	8.75	146,492.90	\$2,343,886.47	\$666,930.00	\$488,321.11	\$150,000.00	\$3,649,137.58
2027							
Operational							

DRAFT - 10/13/2023	Length (Miles)	Square Yards	Repair	Sidewalk	Contingency	Supplemental	Total
Chip Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Crack Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
Paving (Bond)							
Mill and Overlay (2"/2")	5.27	85,275.96	\$1,364,415.39	\$0.00	\$272,883.08	\$4,340.00	\$1,641,638.47
Mill and Overlay (2"/2") w/SW	3.30	59,615.15	\$953,842.43	\$532,435.00	\$217,754.32	\$0.00	\$1,704,031.75
Year Total:	8.57	144,891.11	\$2,318,257.82	\$532,435.00	\$490,637.40	\$154,340.00	\$3,495,670.21
2028							
Operational							
Chip Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00
Crack Seal	0.00	0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
Paving (Bond)							
Mill and Overlay (2"/2")	4.44	77,917.13	\$1,246,674.10	\$0.00	\$249,334.82	\$0.00	\$1,496,008.92
Mill and Overlay (2"/2") w/SW	3.39	66,069.29	\$1,057,108.63	\$704,790.00	\$226,127.92	\$0.00	\$1,988,026.54
Year Total:	7.83	143,986.42	\$2,303,782.73	\$704,790.00	\$475,462.74	\$150,000.00	\$3,634,035.47
CIP Total:	46.46	792,940.56	\$11,701,169.15	\$2,727,504.00	\$2,438,474.06	\$654,340.00	\$17,521,487.21

Eagle Fence *and* Guardrail

A Division of E.F. and G. Construction, Inc.

PROPOSAL/CONTRACT

JANUARY 5 2024

PAGE 1 OF 2

**TOWN OF FAIRFIELD PARKS AND REC
75 MILL PLAIN RD
FAIRFIELD, CT**

ATTN: ANTHONY CALABRESE
ACALABRESE@FAIRFIELDCT.ORG
FROM: BRENDAN COTE; PROJECT MANAGER/ESTIMATOR

RE: 880 SOUTH BENSON RD FAIRFIELD BARRIER ARMS

E.F. & G. CONSTRUCTION, INC PROPOSES TO FURNISH & INSTALL THE FOLLOWING:

ITEM	TOTAL
------	-------

2EA AUTOMATED BARRIER ARM GATES

PER THE FOLLOWING SPECIFICATIONS:

- FAAC B680H BARRIER ARM GATE 115V WITH BATTERY BACKUP
- OPERATOR TO BE INSTALLED ON CONCRETE PAD
- INCLUDES 4EA 4" SAFETY BOLLARDS IN CONCRETE FOOTINGS WITH YELLOW SAFETY COVERS
- INCLUDES 1EA 20' ARM WITH LED LIGHTS (OVERALL LENGTH TO BE DETERMINED IN FIELD)
- INCLUDES 1EA 14' ARM WITH LED LIGHTS (OVERALL LENGTH TO BE DETERMINED IN FIELD)
- INCLUDES 1EA PHOTO EYE KIT PER GATE
- INCLUDES 2EA ASPHALT SAFETY LOOP PER GATE
- INCLUDES 1EA FREE EXIT ASPHALT CUT LOOP
- INCLUDES 1EA 7DAY TIMER FOR ENTRANCE GATE ONLY (EXIT GATE TIMER NOT NEEDED SINCE FREE EXIT)
- INCLUDES 1EA MMTC SAG-M SIREN OPERATED SENSOR ON ENTRANCE BARRIER GATE

PLEASE NOTE: ALL WORK BELOW BY OTHERS

ELECTRICAL WIRING & TRENCHING FOR POWER & CONTROL TO BE IN PLACE BY OTHERS

ALL GROUNDING BY OTHERS

SUBTOTAL:	\$ 24,270.00
SALES TAX (ADD IF REQUIRED):	\$ 1,541.15
TOTAL COST:	\$ 25,811.15

Eagle Fence *and* Guardrail

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EXCLUSIONS/CLARIFICATIONS:

- * SURVEYING/PROPERTY LINE DETERMINATION BY BUYER. FENCELINE CLEARING, BY BUYER. ALL PERMITS BY BUYER.
- * NORMAL DIGGING/GRADING CONDITIONS. THIS PROPOSAL DOES NOT INCLUDE ALLOWANCES FOR HAND-WORK OR ADDITIONAL EQUIPMENT THAT MAY BE NEEDED DUE TO ROCK LEDGE, CONFLICTS WITH UTILITIES, OR ANYOTHER OBSTRUCTION THAT WILL PRECLUDE STANDARD INSTALLATION PRACTICES. ALL SUCH COSTS WILL BECOME AN ADDITIONAL CHARGE, OVER AND ABOVE THIS PROPOSAL.
- * THIS PROPOSAL EXCLUDES: SURVEY/LAYOUT; PERMITS; ROCK/LEDGE EXCAVATION; CUTTING/PATCHING BLACKTOP; TRAFFIC PROTECTION; ALL MARK-OUT AND PROTECTION OF PRIVATELY-OWNER UTILITIES; POST SLEEVES FOR BEHIND RETAINING WALL; ANY WORK NOT SPECIFICALLY STATED ABOVE.
- * PAYMENT TERMS: PAYMENT DUE IN FULL UPON COMPLETION OF WORK. A FINANCE CHARGE OF 1.5% PER MONTH (ANNUAL RATE OF 18%) WILL ACCRUE ON ANY BALANCE OVER 30 DAYS. IN THE EVENT IT IS NECESSARY TO ENFORCE COLLECTION, BUYER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.
- * THIS PROPOSAL IS VALID FOR 30 DAYS FROM ABOVE DATE.
- * THIS CONSTITUTES THE FULL AGREEMENT BETWEEN BUYER AND EAGLE FENCE & GUARDRAIL. CHANGES WILL ONLY EXECUTED UPON WRITTEN ORDERS FROM BUYER, AND WILL RESULT IN CHANGES TO COST.

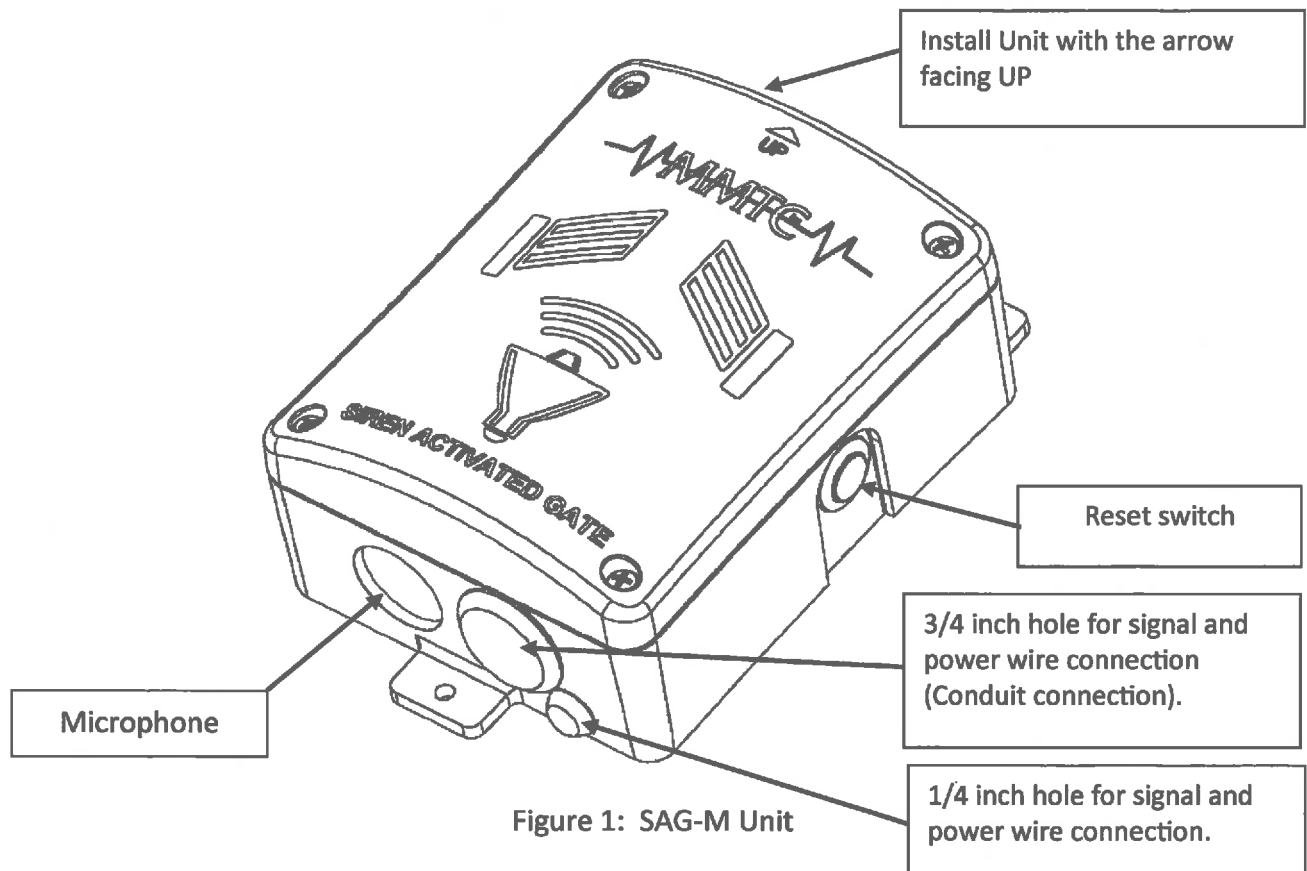
BUYER ACCEPTANCE: _____ DATE: _____



Siren Activated Gate (SAG-M) Installation and Testing Instructions

A. General notes on SAG-M Siren Installation

- 1) Always observe local installation and safety regulations when installing the SAG-M sensor.
- 2) Install sensor 2 to 4 ft. above the ground level at a location away from any noisy area where it could interfere with the sensor recognizing the siren during an emergency.
- 3) Install sensor away from any known water puddles to prevent any water splashes on the unit during rain.
- 4) Install sensor with logo of the front cover of the unit facing upright. Signal and Power wire connection will face the ground.
- 5) Ensure that there is no interference or obstacle of any kind between the sensor and approaching vehicle.
- 6) Install the SAG-M sensor onto the wall of the fence with the 3 screws provided with the unit.
- 7) Install the labels provided with the unit onto the gate or fence or anywhere appropriate. The labels should be clearly visible to the emergency vehicle personnel so that they know to turn ON the YELP signal for the gate to OPEN during an emergency.
- 8) SAG-M unit has two options of routing power and signal wires to the unit. Option 1 is to route the wires through a conduit. A 3/4" hole is located at the bottom of the unit to route wires through a conduit. Option 2 is to route the signal and power wires through the 1/4" hole located besides the conduit hole. Once the wires are routed, use silicone to plug the hole to prevent any water ingress.



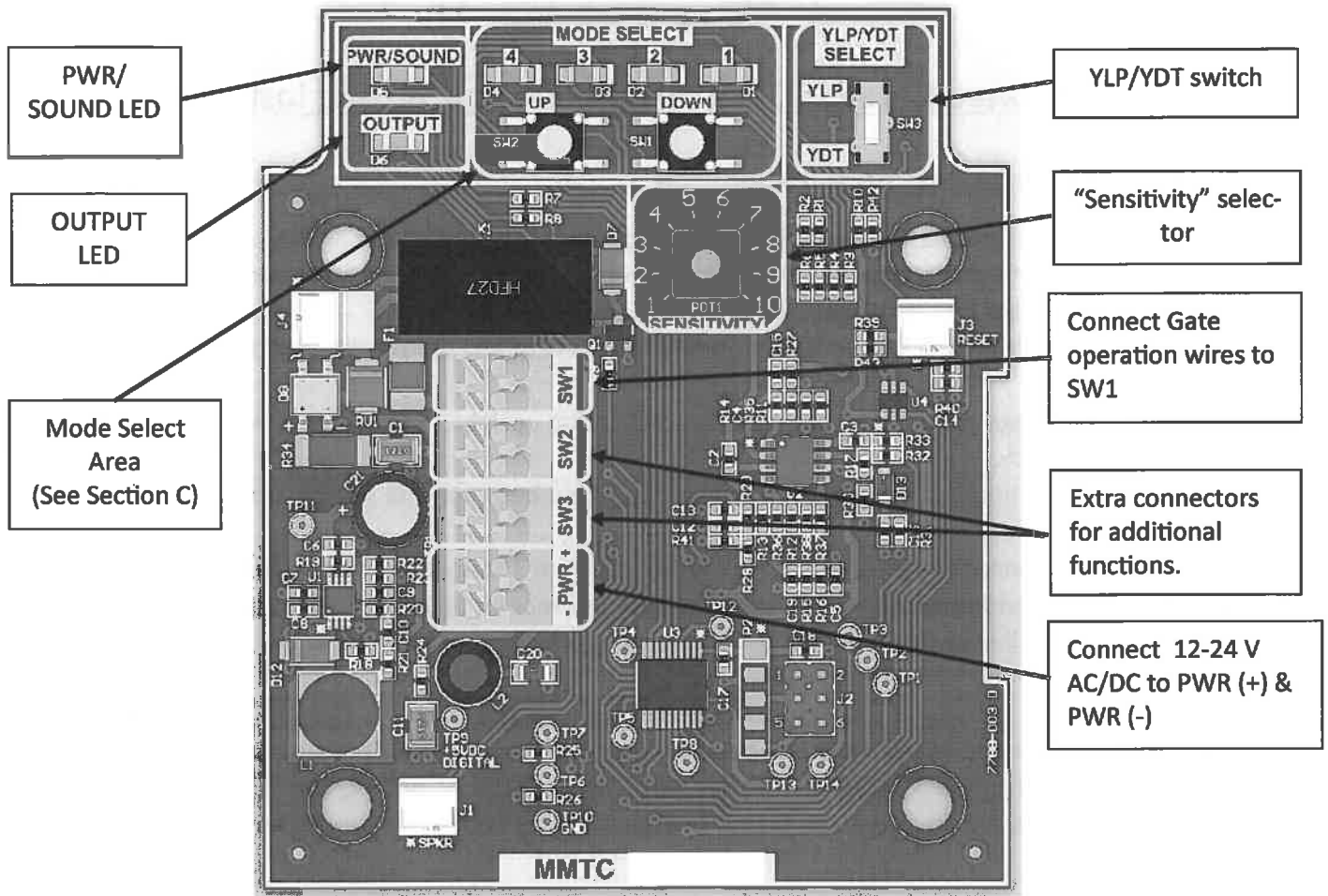


Figure 2: SAG-M Circuit Board

B. Power Installation, Setup and Operation

- 1) Open the front housing of the SAG-M enclosure.
- 2) Connect 12-24 V AC/DC power wires to connector at PWR (+) & PWR (-). Refer to Figure 2 for connector location.
- 3) Connect the Gate operator relay signal wire to the connector at SW1. Refer to Figure 2 for connector location.
- 4) Set "YLP/YDT" switch to the desired position.
 - If the "YLP/YDT" switch is in the "YLP" position, the unit will listen for a "yelp" siren and if detected will activate the gate.
 - If the "YLP/YDT" switch is in the "YDT" position, the unit will listen for any loud sound for more than 4 seconds and if detected will activate the gate.
- 5) When Power is applied, the "PWR/SOUND" LED will initially blink a few times immediately followed by blinks every 4 seconds. When this happens, the SAG-M unit is now in "Listen Mode".
- 6) Set the desired "Gate relay closure time period" by momentarily pressing the "UP" or "DOWN" buttons on the SAG-M circuit board. Refer to "Gate Relay closure time setup (Mode Select)" for more details.
- 7) Set the "Sensitivity Selector" to the desired position. Perform instructions in "Sensitivity Selector setting" before continuing

8) The SAG-M unit is now ready for operation.

When SAG-M unit detects the desired sound, the unit will close the output relay. The relay will stay ON per the pre-selected time period. The LED's 1,2,3 or 4 on the circuit board will remain lit until the selected time expires and the relay is opened.

Pressing the "RESET" button will reset (OPEN) the relay. The LED's displaying the programmed time period will turn OFF and the unit will return back to the "Listen Mode".

C. GATE RELAY CLOSURE TIME SETUP (Mode Select):

(Time period for gate to latch Open)

- 1) By momentarily pressing the "UP" or "DOWN" buttons on the circuit board, the user can select one of 14 different pre-programmed time-periods from 0.5 seconds to 2 hour. During this time-period, the gate relay will stay closed once the SAG-M unit detects the yelp siren. Each new pre-programmed time-periods are indicated by LED's 1,2,3,4 light pattern as shown in table 1 below. Table 1 shown below is also installed on the inner side of the front cover for user convenience. If the "UP" or "DOWN" buttons are not pressed within 5 seconds, the "lighted" LEDs will go off and the last setting displayed will be saved.

LED 4	LED 3	LED 2	LED 1	Mode Select
○	○	○	○	Sleep/ Rest Mode
○	○	○	●	MT – Momentary toggle.
○	○	●	○	5S – Gate OPEN for 5 seconds.
○	○	●	●	15S – Gate OPEN for 15 seconds.
○	●	○	○	30S – Gate OPEN for 30 seconds.
○	●	○	●	1M – Gate OPEN for 1 minute.
○	●	●	○	2M – Gate OPEN for 2 minutes.
○	●	●	●	5M – Gate OPEN for 5 minutes.
●	○	○	○	10M – Gate OPEN for 10 minutes.
●	○	○	●	15M – Gate OPEN for 15 minutes.
●	○	●	○	30M – Gate OPEN for 30 minutes.
●	○	●	●	45M – Gate OPEN for 45 minutes.
●	●	○	○	60M – Gate OPEN for 60 minutes.
●	●	○	●	90M – Gate OPEN for 90 minutes.
●	●	●	○	120M – Gate OPEN for 120 minutes.
●	●	●	●	LAT – Gate remains OPEN continuously.

Table 1: LED pattern for Gate Relay Closure Time

D. Sensitivity Selector setting:

- 1) Sensitivity selector position 10 provides maximum range and position 1 provides minimum range.
- 2) To properly set the desired range/distance, it is recommended that the SAG-M unit be tested with a CD test and then with a live siren test. Follow the CD test before calling in the emergency responders.

CD Test

- 1) A CD recorded with a "yelp siren" is provided with the unit to conduct a quick functional test.
- 2) Set the YLP/YDT switch on the circuit board to the "YLP" mode.
- 3) Set the "Sensitivity" selector all the way to position 10 (maximum range setting).
- 4) Verify power is ON by observing the "PWR/SOUND" LED blink every 4 seconds.
- 5) Place the CD into a portable CD player and set it to its loudest setting. Turn the CD player ON. The yelp siren should be heard playing.
- 6) Hold the CD player close to the SAG-M unit.
- 7) The gate should OPEN once the yelp siren is heard. This concludes that the unit is functional and ready for the live siren test.

Live Siren Test

- 1) Verify if the YLP/YDT switch is set to the "YLP" mode.
- 2) Set the "Sensitivity" selector to position 1.
- 3) Request the Emergency Responder to park the vehicle at the desired distance. Request them to turn ON their yelp siren.
- 4) With the "yelp" siren ON, verify if the gate OPENS at the desired distance. If the gate does not OPEN, increment the "Sensitivity" selector setting to the next position.
- 5) Consider false activations. If the gate is close to a major road, "Sensitivity" should be lowered or false activations may occur.

Note: If an Emergency Responder is not available to conduct a live siren test, set the "Sensitivity Selector" to position 5.

Maintenance

It is recommended to check the system performance every 3 months with a Live Siren Test.



B680H: new 24V hydraulic barrier.
Innovation in action.

The first of its kind.



Intertek
UL 325 Compliant

Switching power supply

The switching power supply, with high energy efficiency and extended range, ensures operation of barriers from 100 Vac to 240 Vac.

Integrated speed sensor

The speed sensor allows precise control of the movement and reversing of the barrier arm when an obstacle is detected.

“Everlasting” springs

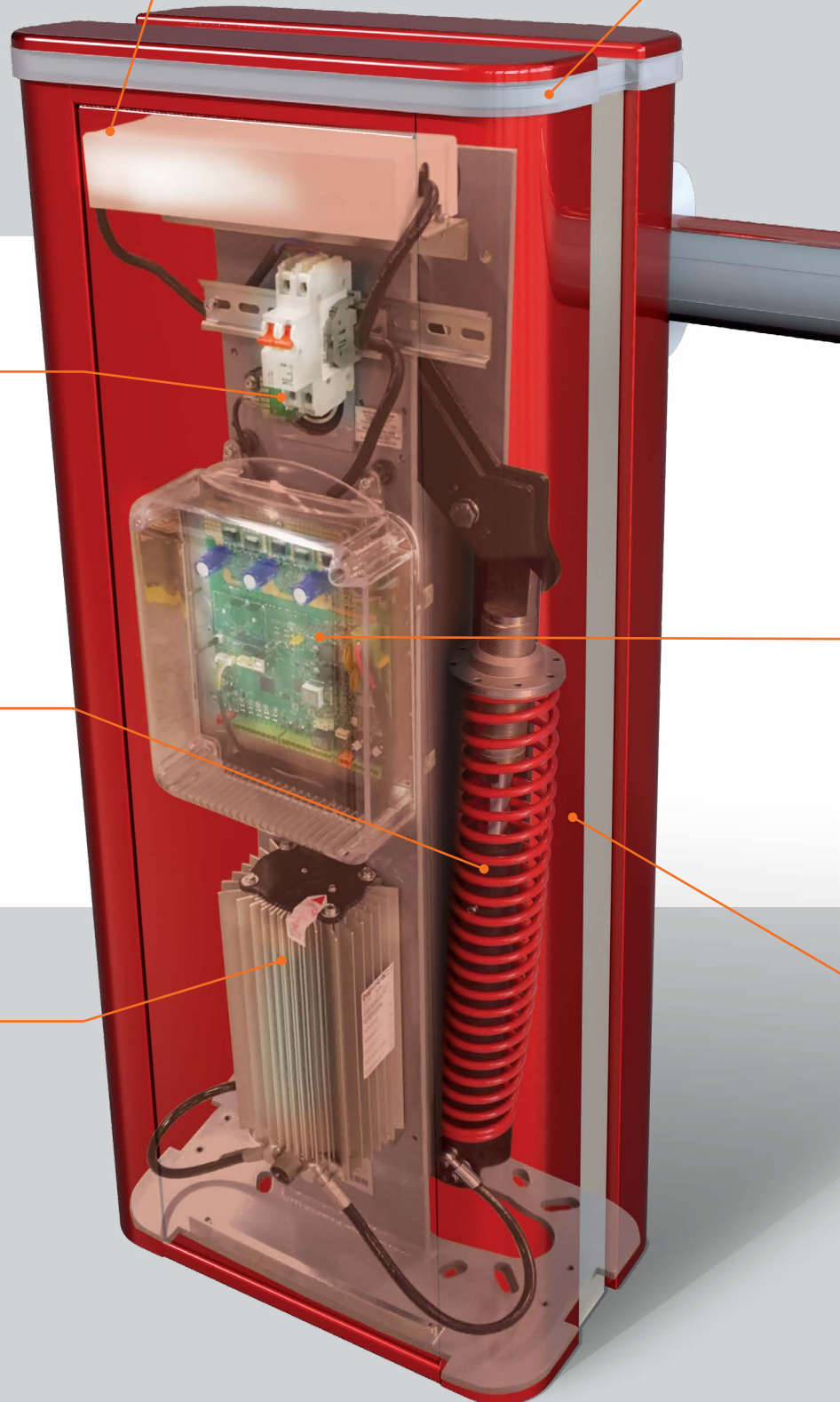
The springs of the B680H have been tested for over 2 million cycles.

24V Hybrid technology

The hydraulic pump with brushless motor guarantees the movement of long or short barrier arms at high speed and continuous cycle (100% duty cycle).

Backup batteries

Optional battery backup solution ensures operation in case of power-failure.

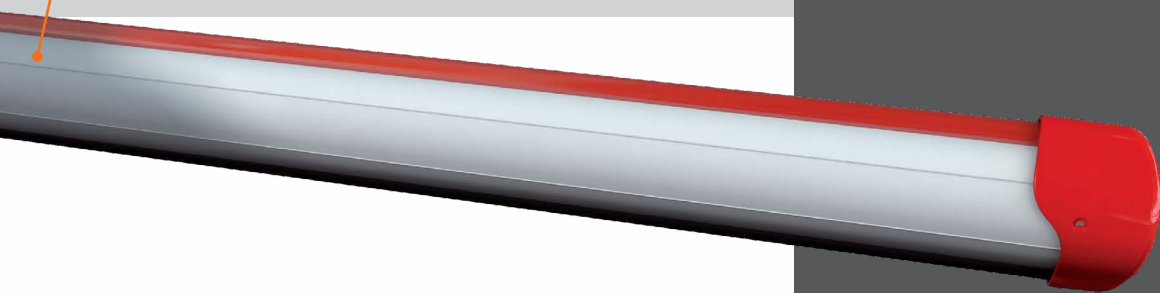


Integrated flashing light

The flashing light is entirely integrated into the structure. The operation of its red and green high-efficiency LEDs can be easily programmed by the control board. (optional)

Elliptically-profiled modular barrier arms

Vehicle barrier arms over 20 feet long are made by joining 2 modules up to 26 feet to ease transportation. Once the modules have been assembled, the connection joint is invisible and LED lighting (optional) may be fixed to the entire length of the arm. All the barrier arms are windproof, round or elliptically profiled and are supplied with rubber protection on the bottom.



KEY FEATURES

- Simple, step-by-step mechanical setup
- Automatic control board setup with just 2 steps
- Easy to access control board
- DIN bar already fitted and spaced for further accessories
- Battery backup
- Sectional barrier arms
- Reverse on contact
- Retrofitable with foundation plate of FAAC 620 and 640 barriers
- Verification of compliance to protection class IP56 (TÜV Süd)

Advanced electronics with integrated Loop Detectors

The E680 microprocessor control board ensures integration of the B680H with advanced control systems. It has numerous programmable outputs/inputs and two integrated, high-sensitivity Loop Detectors.



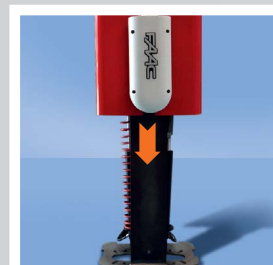
6.5 feet in less than 1.5 seconds

26 feet in less than 6 seconds

Removable housing

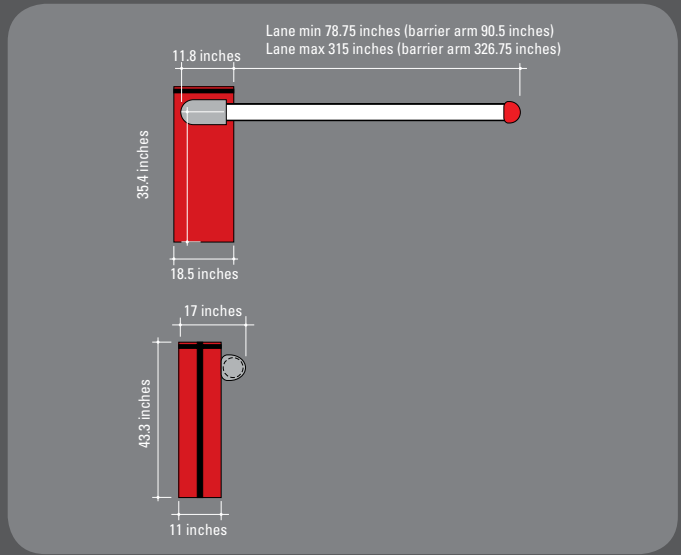
The housing is non load-bearing and may be easily replaced, with the body post remaining in place. It is available in stainless-steel or steel versions. The steel is available in four colors with 100-micron, epoxy zinc primer anti-corrosion treatment.

Easy to assemble: once the body has been installed, with the bracket and the barrier arm, the cover can be easily installed or removed.



DIMENSIONS AND TECHNICAL SPECIFICATIONS

Power supply	100 - 240 Vac 50/60 Hz
Electric Motor	36 Vdc Brushless
Absorbed power	240 W
Absorbed current	2.2 A (at 115 Vac)
Motor rotation speed	1.000 - 6.000 RPM
Pump capacity	3,2 l/min (max)
Electronic deceleration	Absolute encoder
Operating ambient temperature	-4°F - +131°F
Weight	187 lb (143 lb body + 44 lb housing)
Oil type	FAAC HP OIL
Barrier body treatment	Epoxy zinc anti-corrosion treatment 100 microns + paint
Protection class	IP56
Barrier arm type	Round or elliptical with lights and rubber protection
Dimensions (LxHxD)	18.5x11x43.3 inches (see illustration)



ACCESSORIES



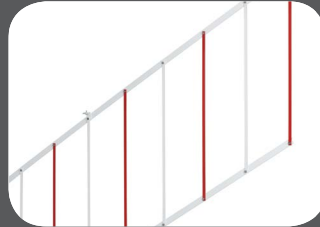
- Bracket for round swing away barrier arms with optional breakout sensor



- Articulating kit for round S-profile barrier arm (max 13 ft)



- Flashing light for barrier cover



- Skirt kit, length 6.5 or 9.8 ft for round S/L profile barrier arms

- Anti-vandalism valve (230V only)
It protects the hydraulic system if the barrier arm is forced

- Anti-panic unit
Allows manual release of the barrier arm in case of power failure.

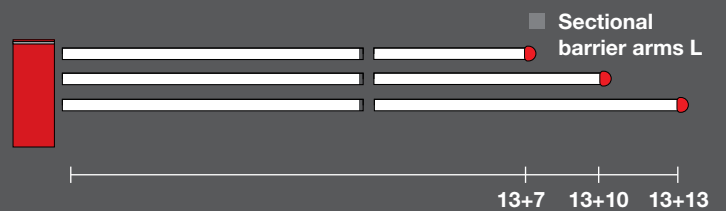
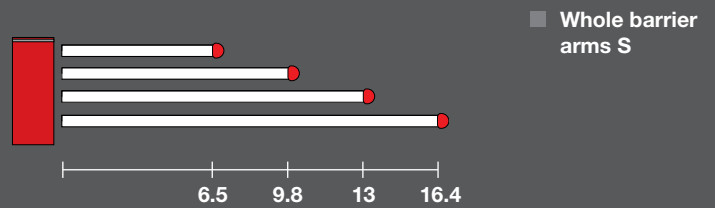
BARRIER ARMS



- Bracket and balancing spring S



- Bracket and balancing spring L



Dimensions shown in feet. (Lane opening width)

Request for Proposed additional funding for Perry's Green= \$ 600,000

If transferring from other ARPA funds, 14 points weren't required.

Request being made due to higher contract bids received than funding secured in 2021 ARPA program. As project developed there were permit conditions for mitigation and there was a change in materials- steel sheeting to timber bulkhead (highly recommended by Southport Conservancy, Sasquanaug Association, Fairfield Historic District Commission and general public/Southport residents). The Add alternates in the project should be constructed as well. Also Construction administration and inspection duties will be split between Consultant (\$ 34,760 fee) and Town (in kind services).

Funding :

Current ARPA Amount \$ 1,000,000

Proposed Transfer \$ 600,000

Expenditures:

Design cost/Encum. \$ 100,846

Contract Bid \$ 1,385,170

Const Admin/Insp. \$ 34,760

Contingency (5%) \$ 79,224

PERRY'S GREEN BULKHEAD REPAIR

LIST OF DRAWINGS

PROJECT SITE:
PERRY'S GREEN
701 HARBOR ROAD
SOUTHPORT, CT 06890

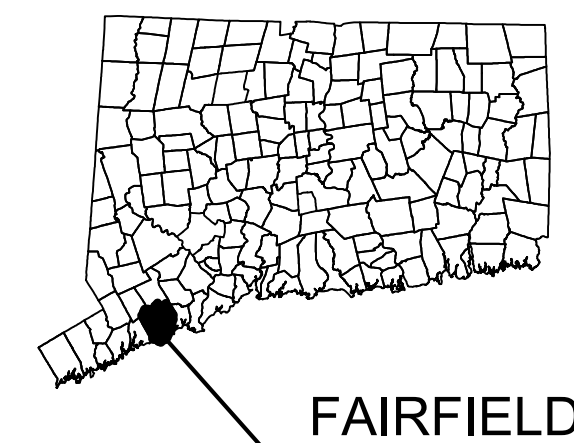
OWNER:
TOWN OF FAIRFIELD
725 OLD POST ROAD
FAIRFIELD, CT 06824

DWG. No.	DRAWING TITLE
1	TITLE SHEET, DRAWING LIST & VICINITY MAP
2	PROJECT NOTES - 1 of 2
3	PROJECT NOTES - 2 of 2
4	SOIL TEST BORING LOGS
5	EXISTING SITE PLAN
6	E&S CONTROLS AND STAGING PLAN
7	DEMOLITION PLAN & EXISTING/DEMOLITION SECTIONS
8	BULKHEAD REPAIR PLAN & SECTIONS
9	SOLDIER PILE/DEADMAN PLAN & TIMBER SHEETING PLAN
10	TIMBER BULKHEAD SECTION & SEAWALL/BULKHEAD ELEVATION
11	TIMBER BULKHEAD REPAIR SECTIONS & DETAILS
12	MISCELLANEOUS BULKHEAD DETAILS & STONE SEAWALL DETAILS
13	HARBOR ROAD CULVERT REPAIRS

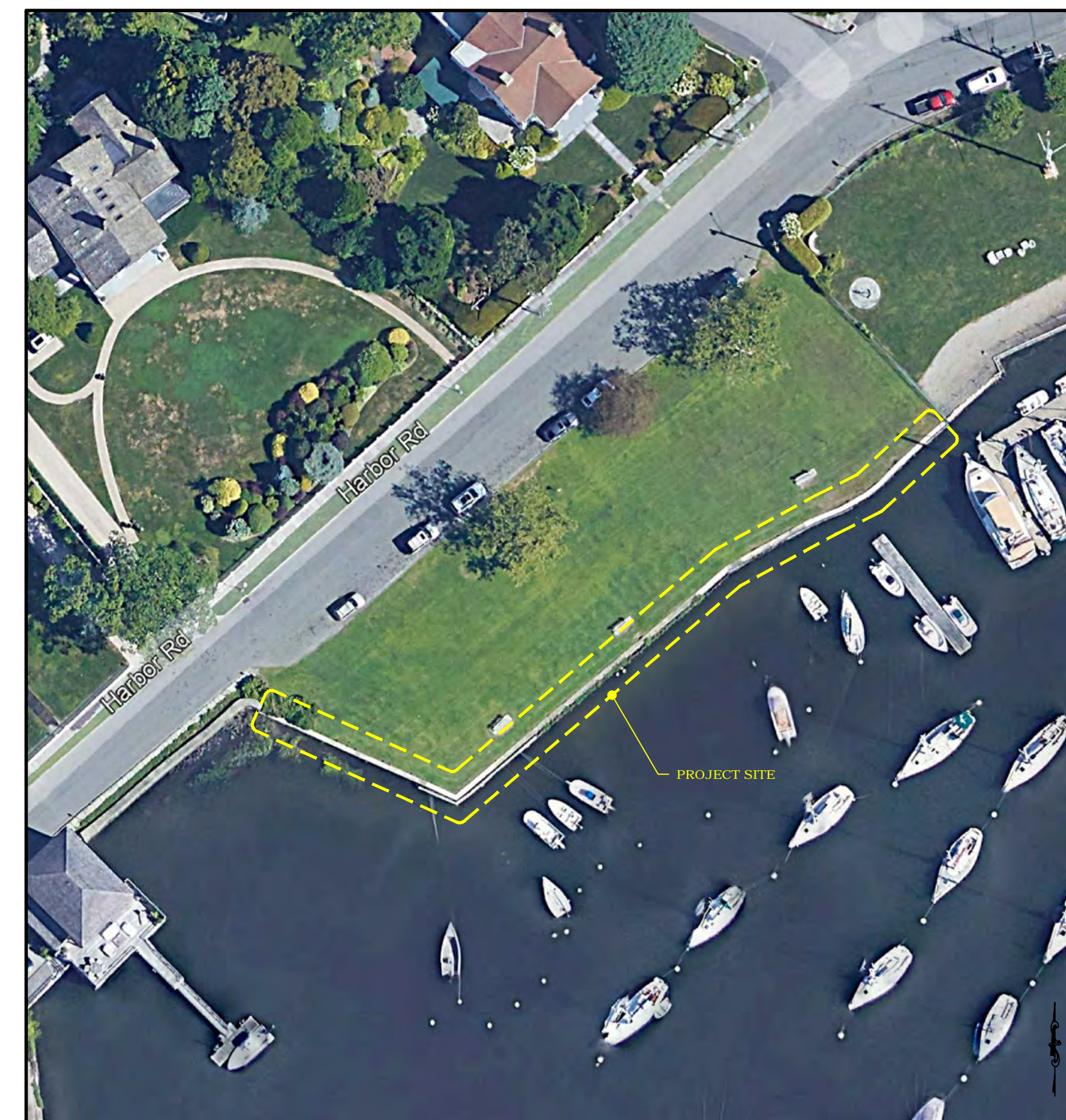
September 8, 2023



VICINITY MAP



FAIRFIELD



AERIAL PHOTO

REV	DATE	DESCRIPTION
ISSUED FOR BID NOT FOR CONSTRUCTION		
RACE		611 Access Road Stratford, CT 06615 Tel.: 203-377-0663 racecoastal.com
<small>OWNERSHIP AND CONDITIONS OF USE: Drawings and Specifications, as instruments of professional service, are and shall remain the property of RACE Coastal Engineering, Inc. Documents are not to be used, in whole or in part, for other projects or purposes or by any other parties than those authorized by contract without the specific written authorization of RACE Coastal Engineering, Inc. The use of this document is contingent upon payment to RACE Coastal Engineering, Inc. for services rendered. Non-payment shall give RACE Coastal Engineering, Inc. the authority to bar document use by any and all parties.</small>		
<small>THIS DRAWING IS COPYRIGHTED</small>		
Prepared for	TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD, CT 06824	
Project	PERRY'S GREEN BULKHEAD REPAIR 701 HARBOR ROAD SOUTHPORT, CT 06890	
Drawing	TITLE SHEET, DRAWING LIST & VICINITY MAP	
Designed	Drawn	Checked
SCS	CLW	DJS
Job No.	Date	Drawing No.
2022070	9/8/2023	1 of 13

PROJECT NOTES

DESCRIPTION OF WORK:

1. THE WORK COVERED UNDER THESE CONTRACT DOCUMENTS, INCLUDING THE DRAWINGS, PROJECT NOTES, AND ALL AMENDMENTS, CONSISTS OF PROVIDING ALL PLANT, LABOR, SUPERVISION, EQUIPMENT, APPLIANCES AND MATERIALS AND IN PERFORMING ALL OPERATIONS IN CONNECTION WITH AT LEAST, BUT NOT NECESSARILY LIMITED TO, THE FOLLOWING ITEMS:

- INSTALLATION OF TEMPORARY EROSION & SEDIMENTATION CONTROL.
- SELECT DEMOLITION & DISPOSAL OF EXIST. CONC. CAP & STONE SEAWALL
- SELECTIVE DEMOLITION & DISPOSAL OF EXIST. TIMBER BULKHEAD
- INSTALLATION OF TEMPORARY SILT FENCE
- FURNISH & INSTALL STONE SEAWALL
- FURNISH & INSTALL CONCRETE CAP
- CHINK EXIST. STONE WALL
- FURNISH & INSTALL STONE TERRACE
- FURNISH & INSTALL PIPE EXTENSION

2. THE CONTRACTOR SHALL PROVIDE ALL ITEMS AND ACCESSORIES REQUIRED TO COMPLETE ALL ASPECTS OF THE WORK NEEDED FOR A COMPLETE AND PROPER INSTALLATION, ALL IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS.

DESIGN BASIS:

1. STRUCTURE DESIGNED IN ACCORDANCE WITH THE 2022 CT STATE BUILDING CODE.

2. THE STRUCTURE WAS DESIGNED FOR THE FOLLOWING SERVICE LOADS:

- DEAD LOADS: SELF-WEIGHT OF ELEMENTS
- LIVE LOADS: 100 PSF SURCHARGE
- SOIL LOADS: ACTIVE & PASSIVE SOIL PRESSURES

GENERAL NOTES:

1. ALL ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) UNLESS NOTED OTHERWISE.

2. SITE INFORMATION TAKEN FROM A DRAWING TITLED "TOPOGRAPHIC SURVEY OF 701 HARBOR ROAD, SOUTHPORT, CONNECTICUT" PREPARED FOR RACE COASTAL ENGINEERING, LLC. DRAWING PREPARED BY GESICK & ASSOCIATES, P.C., DATED AUGUST 1, 2022, REVISION DATE 01/10/2023.

3. SUPPLEMENTAL SITE INFORMATION WAS OBTAINED BY RACE COASTAL ENGINEERING, LLC (RACE) ON LINE 24, 2022 AND ONLY REPRESENT THE SITE CONDITIONS OBSERVED AT THAT TIME.

4. TIDAL ELEVATION DATA HAS BEEN TAKEN FROM BENCH MARK SHEET FOR SOUTHPORT HARBOR, CT STA. 847273 FROM THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION TIDES AND CURRENTS WEBSITE.

PROJECT TIDAL ELEVATIONS	
DATUM	NAVD 88 (FT)
COASTAL JURISDICTION LIMIT (CLJ)	+5.2
HIGH TIDE LINE (HTL)	+5.2
MEAN HIGH WATER (MHW)	+3.3
NAVD 88	0.0
MEAN LOW WATER (MLW)	-3.6

5. WORK SHALL COMPLY WITH FEDERAL, STATE, AND LOCAL LAWS AND STATUTES AND THE REQUIREMENTS AND CONDITIONS OF ALL REGULATORY PERMITS ISSUED FOR THE WORK. THE CONTRACTOR IS ADVISED THAT THE REGULATORY PERMITS FOR THIS PROJECT MAY CONTAIN ADDITIONAL REQUIREMENTS THAT, AFTER ANY AMENDMENT SUPERSEDES THE DRAWING NOTES, THE CONTRACTOR IS FURTHER ADVISED THAT IN THE CASE OF ANY DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS FOUND BEFORE CONSTRUCTION, THE FINAL DECISION AS TO WHAT INFORMATION TAKES PRECEDENCE WILL BE MADE BY THE ENGINEER OF RECORD ON THE BASIS OF THAT INTENT. THE CONTRACTOR SHALL NOT CONSTRUCT ANY PORTION OF THE WORK THAT HAS NOT BEEN AUTHORIZED BY THE REGULATORY AGENCIES. APPLICABLE PERMITS INCLUDE BUT ARE NOT LIMITED TO:

- USDC LICENSE #XXXXXXXX-XXXX
- CT DEEP PERMIT NUMBER: XXX-XXXX-XXXXXXX

6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, LICENSES, CERTIFICATES OF INSPECTION, AND PAY ALL LEGAL FEES IN CONNECTION WITH THE WORK OF THIS CONTRACT. THE OWNER HAS OBTAINED NECESSARY STATE & FEDERAL REGULATORY PERMITS REQUIRED FOR THE WORK IN REGULATED AREAS. THE CONTRACTOR SHALL REQUEST COPIES OF THOSE REGULATORY PERMITS AND MAKE PROVISION IN HIS WORK AND IN THE COSTS OF THE WORK FOR ALL APPLICABLE CONDITIONS OF THOSE PERMITS. FAILURE TO CONSIDER ANY CONDITION OF THE REGULATORY PERMITS AS A PART OF THE BID SHALL NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO APPLY THOSE CONDITIONS TO HIS WORK AT NO ADDITIONAL COST TO THE OWNER.

7. EXISTING CONDITIONS AND DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND FABRICATION OR ORDERING OF ANY CONSTRUCTION MATERIALS.

8. SECTIONS AND DETAILS APPLY TO SAME AND SIMILAR CONDITIONS UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.

9. DAMAGE TO ANY PROPERTY, PRIVATE OR OF PUBLIC TRUST, OCCURRING DURING THE CONSTRUCTION BY THE CONTRACTOR, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE EXPENSE OF THE CONTRACTOR.

10. THE CONTRACTOR SHALL SAFEGUARD AND PROTECT ALL EXCAVATIONS.

11. THE CONTRACTOR SHALL USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK.

12. THE CONTRACTOR SHALL USE EQUIPMENT ADEQUATE IN SIZE, CAPACITY, AND NUMBERS, AND MAINTAINED TO THE REQUIREMENTS OF ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS TO ACCOMPLISH THE WORK.

13. THE CONTRACTOR SHALL PROTECT ALL WETLANDS AND COASTAL RESOURCES FROM INTRUSION BY TURBID WATERS, CONSTRUCTION DEBRIS, CONSTRUCTION EQUIPMENT, OR PERSONNEL DURING ALL WORK ACTIVITIES.

14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT FROM DAMAGE ALL UTILITIES, UTILITY STRUCTURES, FUEL LINES & TANKS OR ANY UNKNOWN UTILITIES OR STRUCTURES PRIOR TO ANY WORK, EXCEPT THOSE SPECIFIED FOR DEMOLITION. THE CONTRACTOR SHALL COORDINATE WITH CALL BEFORE YOU DIG AND RECEIVE REQUIRED MARK OUTS PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.

15. LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO PERFORM THE WORK THAT, UPON COMPLETION ARE NOT A PART OF THE WORK SHALL BE FURNISHED, INSTALLED, AND SUBSEQUENTLY REMOVED FROM THE SITE BY THE CONTRACTOR.

16. TEMPORARY WORK SHALL BE SUBJECT TO THE REQUIREMENTS OF THE STATE AND APPLICABLE LOCAL BUILDING CODES.

17. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING IF CONTRACTOR OBSERVES ANY DISCREPANCIES OR ERRORS WHICH WOULD MATERIALLY AFFECT THE PROJECT.

18. THE CONTRACTOR SHALL BE RESPONSIBLE TO LAYOUT THE PROPOSED WORK IN ACCORDANCE WITH THE PLANS. LAYOUT SHALL BE CONDUCTED BY A LICENSED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.

19. ANY STRUCTURES CONSTRUCTED IN POSITIONS OTHER THAN THE LOCATIONS SPECIFIED ON THE PROJECT PLANS SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

20. THE CONTRACTOR SHALL RESTORE ALL ACCESS, STAGING, AND STOCKPILE AREAS, NOT PROPOSED FOR IMPROVEMENT, BACK TO PRE-CONSTRUCTION CONDITIONS.

SELECTIVE DEMOLITION:

1. SELECTIVE DEMOLITION AND DISPOSAL SHALL BE PERFORMED IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL PERMIT AND BUILDING CODE REQUIREMENTS.

2. THE CONTRACTOR SHALL REMOVE AND DISPOSE THOSE STRUCTURES AND DERELICT COMPONENTS REQUIRED TO PERFORM THE WORK.

3. SELECTIVE DEMOLITION INCLUDES BUT IS NOT LIMITED TO REMOVAL OF EXISTING MATERIALS, UTILITIES, AND OTHER COMPONENTS REQUIRED FOR A COMPLETE PROJECT.

4. THE CONTRACTOR SHALL TAKE REASONABLE CARE IN REMOVING ELEMENTS SELECTED TO BE DEMOLISHED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. DEMOLITION OF STRUCTURES BY THE CONTRACTOR TO EXISTING ELEMENTS DESIGNATED TO REMAIN SHALL BE REPAIRED OR REPLACED IN-KIND AT THE DISCRETION OF THE OWNER AT NO ADDITIONAL COST.

5. ITEMS TO BE REMOVED AND REUSED SHALL BE PLACED IN A STAGING AREA ACCESSIBLE FOR INSPECTION BY THE OWNER.

6. PRIOR TO COMMENCEMENT OF SELECTIVE DEMOLITION, THE CONTRACTOR SHALL SUBMIT A DISPOSAL PLAN FOR ITEMS TO BE DEMOLISHED. DEMOLITION MATERIAL DESIGNATED BY THE OWNER TO BE REMOVED FROM THE SITE SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE DEBRIS DISPOSAL PLAN SHALL ACKNOWLEDGE THIS OWNERSHIP AND SHALL IDENTIFY THE MEANS AND METHODS AND FINAL DISPOSITION FOR DISPOSAL MATERIALS.

7. PRIOR TO COMMENCEMENT OF DEMOLITION, THE CONTRACTOR SHALL CLEARLY MARK THE LIMITS OF THE DEMOLITION FOR REVIEW AND APPROVAL BY THE ENGINEER.

8. COMPLETELY REMOVE ITEMS DESIGNATED LEAVING SURFACES CLEAN, SOUND, AND READY TO RECEIVE NEW MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS.

9. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE STABILITY OF THE STRUCTURES DURING THE COURSE OF DEMOLITION.

SELECTIVE DEMOLITION (CONT.):

10. THE CONTRACTOR SHALL SUBMIT A DISPOSAL CERTIFICATE TO THE OWNER'S REPRESENTATIVE CERTIFYING LEGAL AND PROPER DISPOSAL.

11. ALL DEMOLITION AND CONSTRUCTION WASTE MATERIALS SHALL BE DISPOSED OF LEGALLY OFFSITE BY THE CONTRACTOR, AT THE EXPENSE OF THE CONTRACTOR.

CRUSHED STONE:

1. CRUSHED STONE SHALL BE PLACED TO A UNIFORM DEPTH, TO THE LIMITS AND FOR THE DEPTH SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.

2. THE AREA ON WHICH THE CRUSHED STONE IS TO BE PLACED SHALL BE SHAPED TO A REASONABLY TRUE SURFACE PRIOR TO PLACING THE CRUSHED STONE. THE STONE SHALL BE SPREAD BY ANY SUITABLE MEANS WHICH WILL NOT CRUSH THE STONE AND SHALL BE SHAPED TO A SMOOTH UNIFORM FINISHED GRADE.

3. GEOTEXTILE FABRIC SHALL BE PLACED AND SECURED PRIOR TO THE INSTALLATION OF CRUSHED STONE.

4. CRUSHED STONE MUST BE UNIFORM IN CONSISTENCY AND ONLY CONTAIN CLEAN, HARD TOUGH, DURABLE FRAGMENTS MEETING THE FOLLOWING CRITERIA:

CRUSHED STONE CRITERIA BY PIT/QUARRY SOURCE		
TITLE	ASHTO TEST METHOD	CRITERIA
MATERIAL PASSING NO. 200 SIEVE	T 11	1% MAX.
LOSS OF ABRASION	T 96	40% MAX.
SOUNDNESS BY MAGNESIUM SULFATE	T 104	10% MAX. @ 5 CYCLES

5. CRUSHED STONE SHALL MEET THE FOLLOWING GRADATION:

CRUSHED STONE GRADATION (CT DOT NO. 6 COARSE AGGREGATE)	
SQUARE MESH SIEVES	PERCENT PASSING BY WEIGHT
PASS 1 INCH	100
PASS 3/4 INCH	90-100
PASS 1/2 INCH	20-55
PASS 3/8 INCH	0-15
PASS NO. 4	0-5

6. CRUSHED STONE MUST NOT HAVE EXPANSIVE OR REACTIVE PROPERTIES.

7. STOCKPILES MUST BE LOCATED ON SMOOTH, HARD SLOPED/WEELDRAINED AREAS.

8. EACH SOURCE AND GRADATION OF CRUSHED STONE MUST HAVE AN INDIVIDUAL STOCKPILE OR BIN. STOCKPILES MUST BE MANAGED TO MINIMIZE SEGREGATION AND CONTAMINATION WITH FOREIGN MATERIALS.

CAST-IN-PLACE CONCRETE:

1. CAST-IN-PLACE CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301 - LATEST EDITION, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS."

2. READY MIX PLANT EQUIPMENT AND FACILITIES SHALL CONFORM TO THE "CHECK LIST FOR CERTIFICATION OF READY MIXED CONCRETE PRODUCTION FACILITIES" OF THE NRMCA.

3. SUBMIT CONCRETE MIX DESIGN WITH KNOWN TEST RESULTS, TO THE ENGINEER FOR REVIEW. THE CONCRETE MIX DESIGN SUBMITTAL SHALL CONSIST OF AT LEAST THE FOLLOWING:

G. TYPE OF CEMENT.

H. DRY WEIGHT OF CEMENT.

I. SATURATED SURFACE-DRY WEIGHTS OF FINE AND COARSE AGGREGATES.

J. SPECIFIC GRAVITY OF FINE AND COARSE AGGREGATES.

K. QUANTITIES, TYPE, NAME AND PRODUCER OF ADMIXTURES, AS APPLICABLE.

L. TOTAL WEIGHT OF WATER, INCLUDING THE WATER WHICH IS ABSORBED BY AND ON THE SURFACE OF THE AGGREGATES.

M. WATER TO CEMENT RATIO.

N. SLUMP: MAXIMUM SLUMP TAKEN AT THE TRUCK, WILL BE DETERMINED BASED ON THE PUMP HOSE LENGTH, THE MIX DESIGNS SHALL INCLUDE THE ANTICIPATED LOSS OF SLUMP PER 100 FOOT LENGTH OF SPECIFIED HOSE SIZE.

O. STRENGTH TEST DATA OF THE PROPOSED MIX DESIGN AS SPECIFIED HEREIN.

4. SUBMIT CONCRETE BATCH TICKETS FOR EACH TRUCK DELIVERED TO SITE. EACH TICKET SHALL NOTE AT LEAST THE FOLLOWING DATA: DESIGN MIX STRENGTH, BATCH PROPORTIONS INCLUDING ACTUAL WATER AND AGGREGATE MOISTURE CONTENTS, DATE AND BATCH TIME, ARRIVAL TIME AT SITE, DISCHARGE TIME, CONCRETE VOLUME, AND ANY CHANGE TO CONCRETE MADE AT THE SITE.

5. CONFORM TO THE RECOMMENDATIONS OF ACI 304 - LATEST EDITION, "RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE."

6. CONCRETE SHALL CONSIST OF THE FOLLOWING MATERIALS:

A. PORTLAND CEMENT: TYPE II - LOW ALKALI CONFORMING TO ASTM C 150, "STANDARD SPECIFICATION FOR PORTLAND CEMENT."

B. COARSE AND FINE AGGREGATE SHALL BE NORMAL WEIGHT AND UNIFORMLY GRADED AND CLEAN CONFORMING TO ASTM C33, "STANDARD SPECIFICATION FOR CONCRETE AGGREGATES." DO NOT USE AGGREGATE KNOWN TO CAUSE EXCESSIVE SHRINKAGE.

C. COARSE AGGREGATE SHALL BE CRUSHED ROCK OR WASHED GRAVEL WITH A MAXIMUM SIZE OF 3/4".

D. FINE AGGREGATE SHALL BE NATURAL WASHED SAND OF HARD AND DURABLE PARTICLES VARYING FROM FINE TO PARTICLES PASSING A 30" SCREEN, OF WHICH AT LEAST 12% SHALL PASS A 50-MESH SCREEN.

E. WATER SHALL BE CLEAN AND POTABLE.

F. AIR ENTRAINING ADMIXTURE SHALL CONFORM TO ASTM C260, "STANDARD SPECIFICATION FOR AIR ENTRAINING ADMIXTURE FOR CONCRETE." THE AIR ENTRAINING AGENT SHALL BE A NON-TOXIC CONCENTRATED SOLUTION OF NEUTRALIZED VINYL RESIN, SUCH AS "DAVARAIR" AS MANUFACTURED BY W.R. GRACE COMPANY OR EQUIVALENT ACCEPTED BY THE ENGINEER.

G. WATER REDUCING ADMIXTURE SHALL CONFORM TO ASTM C484 "STANDARD SPECIFICATION FOR CHEMICAL ADMIXTURES FOR CONCRETE." WATER REDUCING AGENT SHALL BE OF TYPE A, B, C, D, E, F, OR G (AS NOTED IN CONCRETE MIX DESIGN) SUCH AS DARACEM-100" OR WRDA-19" AS MANUFACTURED BY W.R. GRACE COMPANY OR EQUIVALENT ACCEPTED BY THE ENGINEER.

7. CURING MATERIALS SHALL CONFORM TO ASTM C309, "STANDARD SPECIFICATION FOR LIQUID MEMBRANE-FORMING COMPOUNDS FOR CURING CONCRETE," WIET BURLAP, OR PLASTIC MEMBRANE.

8. CONCRETE SHALL BE NORMAL WEIGHT WITH A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI AT 28 DAYS.

9. CONCRETE SHALL HAVE A MAXIMUM WATER TO CEMENT RATIO OF 0.40.

10. CONCRETE SHALL BE PROPORTIONED TO HAVE A SLUMP OF 4 INCHES, +/- 1 INCH, AT THE DISCHARGE END OF THE PUMP HOSE. USE WATER REDUCING AGENT AS REQUIRED TO ACHIEVE DESIRED SLUMP RANGE. ADDITION OF WATER AT SITE WILL NOT BE PERMITTED. ANY VARIATION TO SLUMP RANGE RESULTING FROM PROPOSED ADMIXTURES SHALL BE NOTED IN MIX DESIGN AND SUBMITTED TO ENGINEER FOR APPROVAL, PRIOR TO ORDERING CONCRETE.

11. CONCRETE SHALL CONTAIN 4% TO 6% ENTRAINED AIR.

12. DESIGN, ERECT, SUPPORT, BRACE, AND MAINTAIN FORMWORK SO IT WILL SAFELY SUPPORT VERTICAL AND LATERAL LOADS WHICH MUST BE APPLIED UNTIL SUCH LOADS CAN BE SUPPORTED SAFELY BY THE CONCRETE STRUCTURE IN ACCORDANCE WITH ACI 347 - LATEST EDITION.

13. FORM COATING OR WATER SHALL BE APPLIED TO ALL FORMS. IF COATING IS USED, IT SHALL BE APPLIED PRIOR TO PLACEMENT OF REINFORCING STEEL.

14. FORM TIES AND SPREADERS SHALL BE OF SUCH TYPE AS TO LEAVE NO METAL CLOSER THAN 3 INCHES FROM ANY EXPOSED CONCRETE SURFACE.

15. SLEEVES, INSERTS, ANCHORS, AND EMBEDDED ITEMS REQUIRED FOR ADJOINING WORK OR FOR ITS SUPPORT SHALL BE PLACED PRIOR TO CASTING CONCRETE. ALL EMBEDDED ITEMS SHALL BE POSITIONED ACCURATELY AND SUPPORTED AGAINST DISPLACEMENT.

16. TRANSIT MIX THE CONCRETE IN ACCORDANCE WITH PROVISIONS OF ASTM C94 - LATEST EDITION.

17. DO NOT USE CONCRETE AFTER 90 MINUTES FROM TIME OF INTRODUCTION OF WATER TO THE MIX.

18. CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-LATEST EDITION, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE."

19. REMOVE FOREIGN MATTER ACCUMULATED IN THE FORMS.

CAST-IN-PLACE CONCRETE (CONT.):

20. RIGIDLY CLOSE OPENINGS LEFT IN THE FORMWORK.

21. WET WOOD FORMS IMMEDIATELY PRIOR TO CONCRETE PLACEMENT. WET WOOD FORMS SUFFICIENTLY TO TIGHTEN UP CRACKS. WET OTHER MATERIAL SUFFICIENTLY TO MAINTAIN WORKABILITY OF THE CONCRETE.

22. USE ONLY CLEAN TOOLS.

23. PERFORM CONCRETE PLACING AT SUCH A RATE THAT CONCRETE WHICH IS BEING INTEGRATED WITH FRESH CONCRETE IS SILT PLASTIC.

24. DEPOSIT CONCRETE AS NEARLY AS PRACTICABLE IN ITS FINAL LOCATION SO AS TO AVOID SEPARATION DUE TO REMHANDLING AND FLOWING.

25. DO NOT USE CONCRETE WHICH BECOMES NON-PLASTIC AND UNWORKABLE, OR DOES NOT MEET REQUIRED QUALITY CONTROL LIMITS, OR HAS BEEN CONTAMINATED BY FOREIGN MATERIALS.

26. REMOVE REJECTED AND EXCESS CONCRETE FROM THE JOB SITE.

27. FREE-FALL OF CONCRETE DURING PLACEMENT GREATER THAN EIGHT FEET IS PROHIBITED. THE CONTRACTOR SHALL PLACE CONCRETE WITH A TREMIE TUBE FOR DROPS GREATER THAN EIGHT FEET.

28. DEPOSIT CONCRETE IN HORIZONTAL LAYERS NOT DEEPER THAN 24 INCHES, AND AVOID INCLINED CONSTRUCTION JOINTS.

29. REMOVE TEMPORARY SPREADERS IN FORMS WHEN CONCRETE HAS REACHED THE ELEVATION OF THE SPREADERS.

30. CONSOLIDATE EACH LAYER OF CONCRETE IMMEDIATELY AFTER PLACING, BY USE OF INTERNAL CONCRETE VIBRATORS SUPPLEMENTED BY HAND SPADING, RODDING, OR TAMPING.

31. DO NOT USE VIBRATORS TO TRANSPORT CONCRETE INSIDE THE FORMS.

32. DO NOT USE HORIZONTAL CONSTRUCTION JOINTS, UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS.

33. BEGINNING IMMEDIATELY AFTER PLACEMENT, CONCRETE SHALL BE PROTECTED FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL DAMAGE AND SHALL BE MAINTAINED WITH MINIMUM MOISTURE LOSS AT A RELATIVE CONSTANT TEMPERATURE FOR THE PERIOD NECESSARY FOR HYDRATION OF THE CEMENT AND HARDENING OF THE CONCRETE.

34. IF COLD WEATHER CONCRETING IS ANTICIPATED, THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF ACI 308.1 - LATEST EDITION, "STANDARD SPECIFICATION FOR COLD WEATHER CONCRETING," AND A PRE-CONSTRUCTION MEETING SHOULD BE HELD TO DEFINE HOW COLD WEATHER CONCRETING METHODS WILL BE USED. COLD WEATHER IS DEFINED AS A PERIOD WHEN FOR MORE THAN THREE SUCCESSIVE DAYS THE AVERAGE DAILY OUTDOOR TEMPERATURE DROPS BELOW 40 DEGREES F. THE AVERAGE DAILY TEMPERATURE IS THE AVERAGE OF THE HIGHEST AND LOWEST TEMPERATURE DURING THE PERIOD FROM MIDNIGHT TO MIDNIGHT, WHEN TEMPERATURES ABOVE 50 DEGREES F OCCUR DURING MORE THAN HALF OF ANY 24 HR DURATION. THE PERIOD SHALL NO LONGER BE REGARDED AS COLD WEATHER.

35. IF HOT-WEATHER CONCRETING IS ANTICIPATED, THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF ACI 308.1 - LATEST EDITION, "SPECIFICATION FOR HOT WEATHER CONCRETING," AND A PRE-CONSTRUCTION MEETING SHOULD BE HELD TO DEFINE HOW HOT WEATHER CONCRETING METHODS WILL BE USED. HOT WEATHER IS DEFINED AS JOBSITE CONDITIONS THAT CONTRIBUTE TO THE RATE OF MOISTURE LOSS OR RATE OF CEMENT OR HYDRATION OF FRESHLY MIXED CONCRETE, INCLUDING AN AMBIENT TEMPERATURE OF 80 DEGREES F OR HIGHER, AND AN EVAPORATION RATE THAT EXCEEDS 1 kg/m²/hr.

36. FORM TIES SHALL BE PLUGGED SOLID WITH REWORKED CEMENT MORTAR OF THE SAME PROPORTIONS AS THAT USED IN THE CONCRETE.

37. TESTS OF CONCRETE SHALL BE MADE BY AN INDEPENDENT TESTING AGENCY AT THE EXPENSE OF THE OWNER. THAT CONTRACTOR SHALL SCHEDULE TESTS AND NOTIFY THE OWNER AND ENGINEER OF THE TESTING SCHEDULE. TEST SPECIMENS SHALL BE TAKEN FOR EACH 50 CUBIC YARDS, OR PORTION THEREOF, AND EACH DAY'S POUR. TWO SETS OF FOUR, 4x8 IN CYLINDERS SHALL BE PREPARED FOR EACH ROUND OF TESTING. ONE SET SHALL BE FIELD CURED AND ONE SET SHOWN TO BE LAB CURED. SPECIMENS SHALL BE PREPARED AND TESTED IN ACCORDANCE WITH ASTM C39, ASTM C31, AND ASTM C172. CONCRETE SLUMP, AIR CONTENT, AND TEMPERATURE SHALL BE MEASURED FOR EACH BATCH IN ACCORDANCE WITH ASTM C143 AND ASTM C231.

REINFORCING STEEL:

1. REINFORCING STEEL SHALL CONFORM TO ASTM 615 "SPECIFICATION FOR DEFORMED AND PLAIN BILLET STEEL BARS FOR CONCRETE REINFORCEMENT."

2. REINFORCING STEEL REQUIRED TO BE WELDED SHALL CONFORM ASTM A706 "SPECIFICATION FOR DEFORMED AND PLAIN LOW-ALLOY STEEL BARS FOR CONCRETE REINFORCEMENT."

3. GRADE FOR REINFORCING STEEL SHALL BE GRADE 60.

4. REINFORCING STEEL SHALL BE EITHER EPOXY COATED IN ACCORDANCE WITH ASTM A 775 "STANDARD SPECIFICATION FOR EPOXY-COATED STEEL REINFORCING BARS" OR GALVANIZED IN ACCORDANCE WITH ASTM A752 "STANDARD SPECIFICATION FOR ZINC-COATED (GALVANIZED) STEEL BARS FOR CONCRETE REINFORCEMENT." GALVANIZED BARS SHALL BE CLASS 1 COATED AND SHALL BE FABRICATED PRIOR TO GALVANIZING.

5. DETAILING, FABRICATION, AND ERECTION OF REINFORCING STEEL SHALL CONFORM WITH MN-66(2) "ACI DETAILING MANUAL."

6. FABRICATE REINFORCEMENT TO THE REQUIRED SHAPES AND DIMENSIONS, WITHIN FABRICATION TOLERANCES STATED IN THE "ACI DETAILING MANUAL."

7. REINFORCING STEEL SHALL BE ADEQUATELY TIED WITH THE WIRE AND SUPPORTED WITH STEEL WIRE CHAIRS OR PRE-CAST CONCRETE BARS THAT HOLD THE BARS TO THE SPECIFIED CLEARANCE. ONE CHAIR OR BAR SAMPLE SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. NO CLAY BRICKS OR ANY OTHER MATERIAL OTHER THAN APPROVED CHAIRS OR BARS SHALL BE PERMITTED TO SUPPORT REINFORCING STEEL.

8. PLACE REINFORCEMENT TO OBTAIN THE REQUIRED COVER FOR CONCRETE PROTECTION. MINIMUM CONCRETE COVER FOR ALL REINFORCING SHALL BE 3 INCHES EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE.

9. CLEAN REINFORCEMENT AND REMOVE LOOSE DUST, EARTH, AND OTHER MATERIALS WHICH REDUCE BOND OR DESTROY BOND WITH CONCRETE.

10. POSITION, SUPPORT, AND SECURE REINFORCEMENT AGAINST DISPLACEMENT BY FORMS, CONSTRUCTION, AND THE CONCRETE PLACEMENT OPERATIONS.

11. REINFORCING STEEL SHALL BE CONTINUOUS UNLESS SPECIFICALLY DETAILED OTHERWISE ON THE CONTRACT DRAWINGS. PROVIDE DOCKELS OR LAP SPLICES OF THE APPROPRIATE CLASS TO MAINTAIN CONTINUITY, UNLESS OTHERWISE SHOWN ON THE CONTRACT DRAWINGS. LAP BARS ACCORDING TO THE FOLLOWING TABLE WITH NO MORE THAN 60% OF THE TOTAL NUMBER OF BARS SPLICED AT ONE LOCATION.

MINIMUM SPLICE LENGTH (INCHES, 5,000 PSI CONCRETE)		
SIZE	UNCOATED/GALVANIZED	EPOXY-COATED
#3	22	26
#4	30	36
#5	36	44
#6	44	52
#7	64	76
#8	72	86
#9	82	98
#10	92	110

12. MINIMUM CONCRETE PROTECTIVE COVERING FOR REINFORCEMENT SHALL BE 3" UNLESS OTHERWISE NOTED.

13. DO NOT USE REINFORCING STEEL HAVING ANY OF THE FOLLOWING DEFECTS:

A. BAR LENGTHS, DEPTHS, OR BENDS EXCEEDING THE SPECIFIED FABRICATION TOLERANCE.

B. BENDS KINKS NOT INDICATED ON THE DRAWINGS OR SET FOR THE WORK.

C. BARS WITH CROSS-SECTION REDUCED DUE TO ANY CAUSE.

DRY-LAID STONE MASONRY (ROCKERY):

1. THIS WORK CONSISTS OF CONSTRUCTING ROCKERY STRUCTURES AT THE LOCATIONS AND TO THE DIMENSIONS SHOWN ON THE PLANS NOTED, REPAIRS OF EXISTING ROCKERY, INTERLOCKING, DRY-STACKED ROCKS WITHOUT REINFORCING STEEL, MORTAR, OR CONCRETE.

2. ROCKERY SHALL BE SQUARE RUBBLE, REGULAR COURSED MASONRY, CONSISTING OF ROUGHLY DRESSED GRANITE STONE. STONE SHALL BE OF APPROVED QUALITY, SOUND AND DURABLE, AND FREE FROM SEGREGATIONS, SEAMS, CRACKS, AND OTHER STRUCTURAL DEFECTS OR IMPERFECTIONS TENDING TO DESTROY ITS RESISTANCE TO WEATHER. IT SHALL BE FREE FROM ROUNDED, WORN, OR WEATHERED SURFACES. STONE SHALL BE KEPT FREE FROM DIRT, OIL, OR ANY OTHER INJURIOUS MATERIAL THAT MAY PREVENT PROPER SETTING.

3. THE FOLLOWING DEFINITIONS APPLY TO ROCKERY CONSTRUCTION:
A. BASE ROCK: THE BASE ROCK IS THE LOWERMOST ROCK IN THE ROCKERY.
B. FACING ROCK: THE FACING ROCKS COMPRISE THE BULK OF THE ROCKERY AND ARE STACKED ABOVE THE BASE ROCK.
C. CAP ROCK: THE CAP ROCK IS THE UPPERMOST ROCK IN THE ROCKERY SECTION AND CAPS THE ROCKERY.

4. EXCAVATE TO PROVIDE FOR THE ELEVATIONS AND DIMENSIONS SHOWN FOR THE BASE OF WALL, FOUNDATION BEDDING STONE, AND BACKRAIN. CONTRACTOR IS RESPONSIBLE FOR ANY OVEREXCAVATION REQUIRED TO PROVIDE SAFE AND STABLE EXCAVATION AND TO ACCOMMODATE THE CONTRACTOR'S MEANS AND METHODS OF WALL CONSTRUCTION.

RUBBLE MASONRY SEAWALL (ROCKERY)(CONT.):

1. CONTRACTOR TO PROVIDE COFFER DAM, SHORING OR OTHER ITEMS AS REQUIRED BY THE CONTRACTORS MEANS AND METHODS AND SITE CONDITIONS TO PROVIDE EXCAVATION.

5. EXCAVATE THE FOUNDATION IN SECTIONS SUCH THAT THE ROCKERY CAN BE CONSTRUCTED IN ONE SHIFT OR ONE DAY'S WORK, UNLESS SHORING IS PROVIDED FOR THE PURPOSE TO SUPPORT THE EXCAVATION.

6. EXERCISE CARE DURING EXCAVATION. STABILITY OF TEMPORARY CUT SLOPES IS THE RESPONSIBILITY OF THE CONTRACTOR.

7. EXCAVATE ANY LOOSE, SOFT OR OTHERWISE UNSUITABLE MATERIAL PRESENT AT FOUNDATION GRADE AND REPLACE WITH FOUNDATION BEDDING MATERIAL.

8. PLACE THE FIRST COURSE OF ROCK (BASE ROCK) ON BEDROCK OR SUITABLE BEARING MATERIAL. PLACE THE ROCKS SO THAT THERE ARE NO CONTINUOUS JOINTS THE VERTICAL DIRECTION.

9. PLACE FOUNDATION BEDDING STONE ON SUITABLE SUBGRADE AS DETERMINED BY THE ENGINEER IF BEDROCK IS NOT ENCOUNTERED. SUITABLE SUBGRADE SHALL CONSIST OF NATURAL SOIL FREE OF FROZEN SOIL, WOOD, ROOTS, AND OTHER DELETERIOUS SUBSTANCES.

10. STOCKPILE A SUFFICIENT NUMBER OF ROCKS TO PROVIDE A GOOD SELECTION FOR PLACEMENT. TO OBTAIN A BETTER FIT, PLACE ROCKS WHICH DO NOT MATCH THE SPACES OFFERED BY THE PREVIOUS COURSE IN A DIFFERENT LOCATION.

11. AVOID PLACING ROCKS WHICH HAVE SHAPES THAT CREATE VOIDS WITH A LINEAR DIMENSION GREATER THAN 12 INCHES.

12. EXCEPT IN ISOLATED CASES, PLACE EACH ROCK SO THAT IT BEARS ON AT LEAST TWO ROCKS BELOW IT.

13. LOCATE AT LEAST ONE BEARING POINT A DISTANCE NO GREATER THAN 6 INCHES FROM THE AVERAGE FACE OF THE ROCKERY.

14. THE ALLOWABLE TOLERANCE FOR BASE ROCK WIDTH IS 6 INCHES; HOWEVER, DO NOT PLACE TWO OR MORE CONSECUTIVE BASE ROCKS WITH A WIDTH LESS THAN SPECIFIED ON THE PLANS.

15. THE TOP SURFACE OF EACH ROCK SHALL GENERALLY BE LEVEL. ENSURE THAT SLOPE OF ROCK DOES NOT SLOPE TOWARDS FACE.

16. SECURELY PLACE FACING ROCKS SO THAT THE ROCKS ARE UNABLE TO BE MOVED WITH A PRY BAR AFTER THE ROCKERY IS COMPLETE.

PROJECT NOTES (CONT.):

TOP SOIL:

1. THE TERM TOPSOIL USED HEREIN SHALL MEAN A SOIL MEETING THE SOIL TEXTURAL CLASSES ESTABLISHED BY THE USDA CLASSIFICATION SYSTEM BASED UPON THE PROPORTION OF SAND, SILT, AND CLAY SIZE PARTICLES AFTER PASSING A NO. 10 SIEVE AND SUBJECTED TO A PARTICLE SIZE ANALYSIS. THE TOPSOIL SHALL CONTAIN 5% TO 20% ORGANIC MATTER AS DETERMINED BY LOSS ON IGNITION OF OVEN-DRIED SAMPLES DRIED AT 221°F. THE PH RANGE OF THE TOPSOIL SHALL BE 5.5 TO 7.0.
2. THE FOLLOWING TEXTURAL CLASSES SHALL BE ACCEPTABLE:
 - 2.1. LOAMY SAND, INCLUDING COARSE, LOAMY FINE, AND LOAMY VERY FINE SAND, WITH NOT MORE THAN 80% SAND
 - 2.2. SANDY LOAM, INCLUDING COARSE, FINE AND VERY FINE SANDY LOAM
 - 2.3. LOAM
 - 2.4. CLAY LOAM, WITH NOT MORE THAN 30% CLAY
 - 2.5. SILT LOAM, WITH NOT MORE THAN 60% SILT
 - 2.6. SANDY CLAY LOAM, WITH NOT MORE THAN 30% CLAY
3. ALL TEXTURAL CLASSES OF TOPSOIL WITH GREATER THAN 80% SAND CONTENT WILL BE REJECTED.
4. THE TOPSOIL FURNISHED SHALL BE A NATURAL WORKABLE SOIL THAT IS SCREENED AND FREE OF SUBSOIL, REFUSE, STUMPS, ROOTS, BRUSH, WEEDS, ROCKS AND STONES OVER 1 1/4 INCHES DIAMETER, AND ANY OTHER FOREIGN MATTER THAT WOULD BE DETRIMENTAL TO THE PROPER DEVELOPMENT OF PLANT GROWTH.
5. MATERIAL DELIVERED TO THE PROJECT WHICH DOES NOT MEET SPECIFICATIONS OR WHICH HAS BECOME MIXED WITH UNDUE AMOUNTS OF SUBSOIL DURING ANY OPERATION AT THE SOURCE OR DURING PLACING AND SPREADING, WILL BE REJECTED AND SHALL BE REPLACED BY THE CONTRACTOR WITH ACCEPTABLE MATERIAL.
6. ANY MATERIAL DELIVERED TO THE PROJECT, WHICH DOES NOT MEET THE PROPER PH REQUIREMENTS FOR THAT SOIL MUST BE AMENDED ON SITE PRIOR TO FINAL ACCEPTANCE
7. THE AREAS ON WHICH TOPSOIL IS TO BE PLACED SHALL BE GRADED TO A REASONABLY TRUE SURFACE. TOPSOIL SHALL THEN BE SPREAD AND SHAPED TO THE LINES AND GRADES SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER. THE REQUIRED DEPTH TO WHICH THE TOPSOIL IS TO BE PLACED IS TO BE THE DEPTH AFTER SETTLEMENT OF THE MATERIAL HAS TAKEN PLACE. ALL STONES, ROOTS, DEBRIS, SOD, WEEDS AND OTHER UNDESIRABLE MATERIAL SHALL BE REMOVED.
8. AFTER SHAPING AND GRADING, ALL TRUCKS AND OTHER EQUIPMENT SHALL BE EXCLUDED FROM THE FINISHED AREAS TO PREVENT EXCESSIVE COMPACTION. PROVIDE A FRABLE SURFACE FOR SEED GERMINATION AND PLANT GROWTH PRIOR TO SEEDING.
9. DURING HAULING AND SPREADING OPERATIONS, IMMEDIATELY REMOVE ANY MATERIAL DUMPED OR SPILLED ON AREAS NOT DESIGNATED FOR TOPSOIL.
10. RESTORE TO THE LINE, GRADE AND SURFACE ALL ERODED AREAS WITH APPROVED MATERIAL AND TO KEEP THE FINISHED AREAS IN ACCEPTABLE CONDITION UNTIL THE COMPLETION OF THE CONSTRUCTION WORK.

TIMBER PILES:

1. TIMBER PILES SHALL BE SOUTHERN YELLOW PINE (SYP) AND SHALL CONFORM TO ASTM D25 WITH THE FOLLOWING MINIMUM DIMENSIONS:
 - 1.1. TIP CIRCUMFERENCE: 25 INCH
 - 1.2. TIP DIAMETER: 8 INCH
 - 1.3. BUTT CIRCUMFERENCE: PER ASTM D25
2. SYP PILES SHALL BE PRESSURE TREATED WITH CHROMATED COPPER ARSENATE (CCA) TO A MINIMUM FINAL RETENTION OF 2.5 PCF IN ACCORDANCE WITH THE AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA) STANDARD U-1, COMMODITY SPECIFICATION G.
3. CUT ENDS OF SYP PILES SHALL BE COATED WITH TENINO COPPER NAPHTHANATE SOLUTION, BY COPPER CARE WOOD PRESERVATIVES, INC. OR OTHER ENGINEER APPROVED EQUAL COPPER NAPHTHANATE SOLUTION WITH NOT LESS THAN 2% COPPER METAL CONTENT.
4. TIMBER PILES SHALL BE CUT FROM SOUND LIVE TREES, FREE OF ANY DEFECTS WHICH WILL IMPAIR THEIR STRENGTH, OR USEFULNESS FOR THE PURPOSES INTENDED OR THAT WILL PREVENT PROPER INSTALLATION. ALL TIMBERS SHALL BE DEBARKED AND CLEANLY CUT.
5. TIMBER PILES WILL BE SUBJECT TO INSPECTION BEFORE AND/OR AFTER SHIPMENT TO THE SITE AT THE OPTION OF THE ENGINEER. ANY TIMBER WHICH DOES NOT CONFORM TO ALL THE REQUIREMENTS WILL BE REJECTED.

PILE INSTALLATION - VIBRATORY & IMPACT DRIVING:

1. PILES SHALL BE DRIVEN TO A MINIMUM 12' EMBEDMENT BELOW GRADE OR TO MINIMUM TIP ELEVATIONS AS NOTED ON THE PLANS, WHICHEVER IS GREATER. PILES NOT ABLE TO ACHIEVE DESIGN EMBEDMENT BY VIBRATORY / IMPACT DRIVING MEANS DUE TO SHALLOW BEDROCK, SHALL BE INSTALLED WITH A ROCK SOCKET, EQUIPMENT AND METHODS FOR INSTALLING PILES SHALL BE SUCH THAT PILES ARE INSTALLED IN THEIR PROPER POSITION AND ALIGNMENT.
2. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF THE ABOVE CRITERIA IS NOT ABLE TO BE MET DUE TO SUBSURFACE CONDITIONS, AND PRIOR TO DRILLING ANY PILES OTHER THAN THOSE SPECIFICALLY MARKED ON THE DESIGN DRAWINGS.
3. PILES SHALL BE DRIVEN WITHIN 3 INCHES OF THE POSITIONS INDICATED ON THE DRAWINGS. PILES SHALL BE DRIVEN STRAIGHT AND TRUE WITH DEVIATION FROM LONGITUDINAL ACCESS OF NOT MORE THAN 2%.
4. PILES SHALL BE INSTALLED WITH DUE CONSIDERATION FOR THE STABILITY OF ADJACENT STRUCTURES. PILE DRIVING TECHNIQUE SHALL LEAVE THE STRENGTH OF THE PILES UNIMPAIRED AND IN A STATE WHERE LOAD BEARING RESISTANCE FULLY DEVELOPS AND IS RETAINED. IF CONDITIONS AT THE SITE ARE SUCH THAT THE TIP, THE BODY, OR THE BUTT OF THE PILE IS LIKELY TO SUFFER DAMAGE DURING INSTALLATION SPECIAL PRECAUTIONS SUCH AS PRE-DRILLING OR SPUDGING MUST BE TAKEN BY THE CONTRACTOR TO AVOID SUCH DAMAGE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE PLACEMENT OF UNDAMAGED PILES TO THE LOADING CAPACITY, REQUIRED TIP ELEVATION AND EMBEDMENT IN SOUND MATERIAL.
5. PILES SHALL BE DRIVEN WITHOUT SPLICES. PILE BUTTS SHALL BE Banded OR PROTECTED DURING DRIVING WITH OTHER ENGINEER APPROVED DEVICES. BANDS TO REMAIN ON GREENHEART PILES FOLLOWING INSTALLATION.
6. ALL PILES SHOWING SIGNS OF HEAVING OR LIFTING, OR PILES INSTALLED IN THE WRONG LOCATION SHALL BE EXTRACTED AND REINSTALLED TO THE EMBEDMENT DEPTH AND LOCATION AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.
7. THE PILE DRIVING HAMMER SHALL BE OF SUITABLE SIZE FOR THE PROPER INSTALLATION OF THE PILE AND SHALL BE CAPABLE IN ANY CASE OF DELIVERING AN ENERGY PER BLOW AS REQUIRED BY APPROPRIATE DRIVING RESISTANCE REQUIREMENTS.
8. SUITABLE ANVILS OR CUSHIONS SHALL BE USED TO PREVENT DAMAGE TO THE PILES AS REQUIRED. ANVIL OR CUSHION TYPES SHALL BE CHOSEN BASED ON THE PILE SIZE AND MATERIAL SCHEDULED FOR INSTALLATION. THE CUSHIONS USED SHALL PROVIDE ENOUGH PROTECTION TO PREVENT DAMAGE TO THE PILE, BUT SHALL NOT ABSORB A SIGNIFICANT AMOUNT OF ENERGY FROM THE HAMMER BLOW.
9. THE BUTT ENDS OF THE PILES SHALL BE CUT SQUARE WITH THE AXIS, EDGES CHAMFERED, AND, IF NECESSARY, STEEL BANDS OR CAPS SHALL BE USED WHILE DRIVING.
10. PILES WHICH ARE DAMAGED AND HAVE HEADS WHICH SPLIT, BROOM, CRACK, OR CRUSH DURING DRIVING, SHALL BE REMOVED AND DISPOSED OFF-SITE AND REPLACED WITH NEW PILES. NO ADDITIONAL COMPENSATION WILL BE MADE FOR REPLACEMENT PILES AND INSTALLATION.
11. PILES SHALL BE DRIVEN TO A STRATUM OF SATISFACTORY MATERIAL AND SHALL BE ACCURATE AS TO LOCATION AND ALIGNMENT AND TO THE REQUIRED ELEVATIONS. ALL AS SHOWN ON THE DRAWINGS. PILE HEADS WHICH SPLIT, BROOM, CRACK OR CRUSH DURING DRIVING SHALL BE CUT OFF BEFORE DRIVING MAY PROCEED. THE DRIVING SHALL BE CONTINUOUS FOR EACH PILE UNTIL THE RESISTANCE REQUIRED TO DEVELOP THE CAPACITY OF THE PILE IS ACHIEVED OR UNTIL THE MINIMUM EMBEDMENT DEPTH IS REACHED, WHICHEVER IS DEEPER.
12. THE CONTRACTOR SHALL KEEP AN ACCURATE RECORD OF EACH PILE DRIVEN. THE RECORDS SHALL GIVE THE BUTT AND TIP DIAMETERS, LENGTH, DESIGN CAPACITY, PENETRATION UNDER THE LAST BLOWS OF THE HAMMER, BEHAVIOR DURING DRIVING, CUT-OFF LENGTHS, RESULTS OF ANY TESTS, DRILLING OR PROBING INFORMATION IF ANY, AND ALL OTHER INFORMATION REGARDING EACH PILE DRIVEN. THESE RECORDS SHALL BE SUBMITTED TO THE ENGINEER ON A DAILY BASIS.

TIE-ROD ANCHORS SYSTEM:


1. TIE-ROD ANCHOR SYSTEMS SHALL BE INSTALLED AT LOCATIONS AND SPACES AS NOTED ON THE PLANS.
2. ANCHOR SYSTEMS SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS:
 - 2.1. TIE-ROD: ASTM 1554, GR. 55
 - 2.2. BEARING PLATE: ASTM A36
 - 2.3. HEX NUT: ASTM A563
3. TIE-RODS SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123.
4. HARDWARE SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A153.
5. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND MATERIAL CERTIFICATES DETAILING THE ANCHORING SYSTEM COMPONENTS.

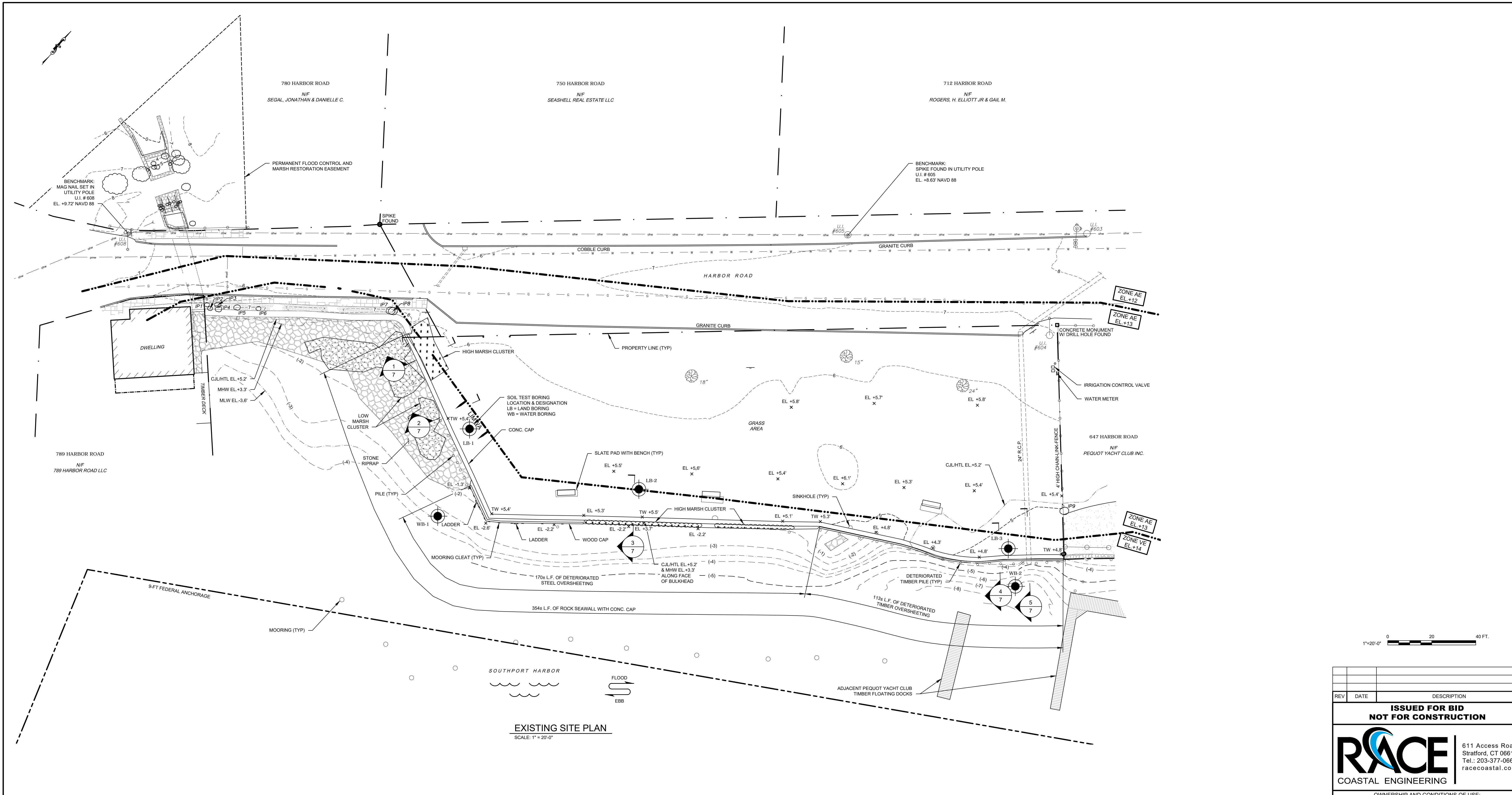
TIDAL WETLAND TRANSPLANTATION:

1. PRIOR TO THE START OF CONSTRUCTION ACTIVITIES, CONFIRM WITH OWNER AND IDENTIFY PLANTS WHICH ARE SCHEDULED FOR TRANSPLANTATION. SAFEGUARD & PROTECT PLANTS IN THE PROJECT AREA WHICH ARE TO REMAIN.
2. EXCAVATE PLATES TO BE MOVED WITH HAND TOOLS DURING THE DORMANT GROWING SEASON. EXCAVATED DEEP ENOUGH TO ENCOMPASS ENTIRETY OF ROOT MASS.
3. TRANSPORT PLANTS IN A MANNER TO KEEP PLANTS AND ROOT MASSES IN TACT AND MOIST. PROVIDE TEMPORARY PLANTING CONTAINERS SHOULD RECIPIENT BED NOT BE AVAILABLE PRIOR TO EXCAVATION. STORE PLANTS AT SAME RELATIVE ELEVATION, WITHIN TIDAL REACH, AND AT A LOCATION WITH SIMILAR ENVIRONMENTAL EXPOSURES.
4. INSTALL PLANTS AT RECIPIENT AREA. TEMP PLANTS TO ENSURE CONTACT WITH SOIL.
5. THE TRANSPLANTATION RECIPIENT AREA SHALL HAVE A 14" DEEP LAYER OF WETLAND PLANTING SOIL/TOPSOIL PLACED ABOVE THE PROPOSED SUBGRADE. THIS ACCOUNTS FOR COMPACTIONS AND SETTLING FOLLOWING TIDAL FLUSHING.
6. EQUIPMENT WILL NOT BE PERMITTED ON FINAL GRADE WITHIN THE RESTORATION OR CREATION AREAS.
7. PLANTING SOIL SHALL BE NATIVE OR MANMADE PLANTING SOIL. PLANTING SOIL SHALL CONSISTS OF SOILS CONTAINING NO MORE THAN 25% SAND BY WEIGHT AND AN ORGANIC CONTENT BETWEEN 25% AND 40% BY WEIGHT.
8. PLANTING SOIL NOT FURNISHED TO THE SITE SHALL BE NATIVE SOIL MATERIAL FROM AREAS FREE OF INVASIVE SPECIES STRIPPED FROM PERMITTED EARTH EXCAVATION AREAS WITH THE PROJECT LIMITS.
9. THE SOILS MUST BE ANALYZED BY USDA-APPROVED METHODOLOGY FOR ORGANIC MATTER BY LOSS-ON-IGNITION OF OVEN-DRIED SAMPLES AT 221° F. THE MINERAL FRACTION MUST BE ANALYZED TO DETERMINE WEIGHT PERCENTAGE OF SAND, AS DETERMINED AFTER PASSING A NO. 10 SIEVE. SAND PARTICLES ARE DEFINED TO BE BETWEEN NO. 35 AND NO. 10 SIEVE.
10. IF SOIL MUST BE SUPPLEMENTED WITH ORGANIC MATERIAL, THE FOLLOWING SOURCES ARE ACCEPTABLE, BUT MUST MEET THE CRITERIA SPECIFIED ABOVE:
 - 10.1. NATIVE WETLAND SOIL: THE TOP LAYER OF NATIVE WETLAND SOIL SHALL BE EXCAVATED FROM WITH THE PROJECT LIMITS OR FROM ANOTHER PERMITTED WETLAND SOURCE. THE BOTTOM OF THIS LAYER SHALL BE DEFINED AS THE DEPTH AT WHICH THE SOIL COLOR AND TEXTURE CHANGES, INDICATING THE BEGINNING OF THE SUBSOIL. THE SOIL MUST BE FREE OF SEED AND ROOTS OF INVASIVE SPECIES.
 - 10.2. PEAT: PEAT SHALL BE COMMERCIALY PACKAGED PEAT FROM SEDGE, SPHAGNUM OR REED SOURCES. MATERIAL SHALL BE IN SUCH PHYSICAL CONDITION THAT IT MAY BE RUBBED THROUGH A 1/2" MESH SCREEN, AND MAY BE READILY MIXED WITH SOIL MATERIAL. IT SHALL BE FREE FROM STICKS, ROOTS, STONES AND OTHER OBJECTIONABLE MATERIAL. IT SHALL BE DELIVERED TO THE PROJECT SITE IN CLEAN, NEW, SEALED CONTAINERS BEARING THE BRAND, NET BULK, AND NAME AND ADDRESS OF PACKER. THE MATERIAL SHALL HAVE ACIDITY THAT FALLS IN THE pH RANGE OF 3.0 TO 7.0. IT SHALL HAVE A MINIMUM ORGANIC CONTENT OF 90% AND A MINIMUM WATER-ABSORBING CAPACITY OF 100%.
11. UPON COMPLETION OF FINAL GRADES, THE SITE SHALL BE EXPOSED TO TIDAL FLUSHING FOR A MINIMUM OF 7 DAYS AND A MAXIMUM OF 14 DAYS TO ALLOW FOR SETTLEMENT OF THE PLANTING SOIL AND TO EVALUATE FINAL GRADES. DURING THE 7-14 DAY SETTling PERIOD, THE HTL AND MHW SHALL BE FLAGGED IN THE FIELD BY A LICENSED LAND SURVEYOR OBTAINED AND PAID FOR BY THE CONTRACTOR. FOLLOWING FLAGGING, ADJUST FINAL GRADING WITH THE PLACEMENT OR REMOVAL OF PLATING SOIL. PLANTING OF ROOTSTOCK SHALL IMMEDIATELY FOLLOW.
12. FERTILIZING SHALL NOT BE PERFORMED WITHIN TIDAL WETLAND CREATION & RESTORATION AREAS.
13. WATERING WITHIN TIDAL WETLAND CREATION & RESTORATION AREAS IS STRICTLY PROHIBITED.
14. TRANSPLANTATION ACTIVITIES SHALL BE SUBJECT TO A ONE-YEAR ESTABLISHMENT PERIOD. DURING THIS TIME, THE CONTRACTOR SHALL USE CURRENTLY ACCEPTED HORTICULTURE PRACTICES TO KEEP ALL PLANT MATERIALS INSTALLED IN A HEALTHY, VIGOROUS GROWING CONDITIONS AT THE DATE OF FINAL ACCEPTANCE. THE DATE OF FINAL ACCEPTANCE SHALL BE 1 FULL CALENDAR YEAR FOLLOWING SATISFACTORY COMPLETION OF THE PLANTING ACTIVITIES AS CONFIRMED BY THE OWNER.
15. A FINAL INSPECTION WILL BE HELD 1 YEAR FROM THE DATE OF INSTALLATION, WITH THE CONTRACTOR, ENGINEER, AND OWNER IN ATTENDANCE, TO DETERMINE THE ACCEPTABILITY OF THE PLANT ESTABLISHMENT. AN INVENTORY OF LOSSES AND REJECTED MATERIALS WILL BE MADE AT THIS TIME, AND CORRECTIVE CLEAN UP MEASURES WILL BE DETERMINED. THE CONTRACTOR SHALL MAKE SUCH CORRECTIVE CLEAN UP MEASURES AT THIS TIME.

STRUCTURAL STEEL:

1. DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE "STEEL CONSTRUCTION MANUAL", AS ADOPTED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC).
2. WELDING SHALL CONFORM TO THE "STRUCTURAL WELDING CODE FOR STEEL" LATEST EDITION, AS ADOPTED BY THE AMERICAN WELDING SOCIETY (AWS). ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER IN ACCORDANCE WITH AWS STANDARDS.
3. PERFORM WELDING WITH ELECTRIC ARC PROCESS AND IN ACCORDANCE WITH THE AWS "CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION".
4. STRUCTURAL STEEL SHALL COMPLY WITH THE FOLLOWING SPECIFICATIONS, UNLESS OTHERWISE NOTED:
 - A. ANGLES & PLATES: ASTM A36, Fy=36 KSI MIN.
5. WELDING MATERIALS SHALL BE TYPE E70XX OR THE TYPE REQUIRED FOR MATERIALS BEING WELDED IN ACCORDANCE WITH AWS D1.1 STRUCTURAL WELDING CODE.
6. SUBMIT COMPLETE SHOP DRAWINGS DETAILING ALL MEMBERS, PROFILES, SIZES, SPACING, PROPOSED CUTS, CONNECTIONS, CAMBER, HOLES, OPENINGS, FASTENERS, AND SIMILAR DATA. ERECTION PLANS SHOWING THE LOCATION AND FIELD CONNECTION OF ALL MEMBERS. IDENTIFY MEMBERS BY PIECE NUMBERS WHICH CORRESPOND TO ERECTION NUMBERS. STRUCTURAL STEEL CONNECTION DETAILS NOT SPECIFICALLY SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DETAILED BY THE CONTRACTOR AND INCLUDED WITH SHOP DRAWING SUBMITTALS.
7. SUBMIT MANUFACTURER'S CERTIFICATIONS SHOWING THAT THE PRODUCTS MEET OR EXCEED THE REQUIRED STANDARDS FOR BOLTS, INCLUDING NUTS AND WASHERS, THREADED RODS INCLUDING ALL HARDWARE; FILLER MATERIAL AND FLUX FOR WELDING.
8. SUBMIT CERTIFIED MILL TEST REPORTS INDICATING STRUCTURAL STRENGTH, DESTRUCTIVE AND NON-DESTRUCTIVE TEST ANALYSIS, CHEMICAL AND PHYSICAL PROPERTIES OF EACH TYPE OF STEEL AND CONFORMANCE WITH ASTM A6.
9. CONNECTIONS SHALL BE DESIGNED BY THE STEEL FABRICATOR EXCEPT THOSE SPECIFICALLY DETAILED ON THE CONTRACT DOCUMENTS.
10. FABRICATE AND ASSEMBLE STRUCTURAL STEEL ITEMS IN THE SHOP TO THE GREATEST EXTENT POSSIBLE.
11. PROPERLY MARK AND MATCH-MARK MATERIALS FOR FIELD ASSEMBLY. FABRICATE FOR DELIVERY SEQUENCE WHICH WILL EXPEDITE ERECTION AND MINIMIZE FIELD HANDLING OF MATERIALS.
12. CUT, DRILL AND PUNCH HOLES PERPENDICULAR TO METAL SURFACES. DO NOT FLAME CUT HOLES OR ENLARGE HOLES BY BURNING. HOLES SHALL BE COMPLETED IN THE SHOP, AND PRIOR TO APPLICATION OF THE FINAL PROTECTIVE COATING. NO HOLES WILL BE ALLOWED, OTHER THEN THOSE SHOWN ON THE ENGINEER APPROVED SHOP DRAWINGS.
13. UNLESS SPECIFICALLY NOTED OTHERWISE, ALL ITEMS SCHEDULED TO RECEIVE PROTECTIVE COATING, SHALL BE FULLY FABRICATED WITH HOLES, CUTS, THREADS, ETC. PRIOR TO RECEIVING PROTECTIVE COATING AND DELIVERY TO SITE.
14. THE CONTRACTOR IS RESPONSIBLE FOR FIT UP AND INSTALLATION OF ALL STEEL WORK AND SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS.
15. THE STRUCTURE HAS BEEN DESIGNED TO BE SELF-SUPPORTING AND STABLE. THE STABILITY OF THE STRUCTURE PRIOR TO TOTAL COMPLETION IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
16. STRUCTURAL STEEL SHALL RECEIVE THE FOLLOWING PROTECTIVE COATING:
 - A. ANGLES & PLATES: HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123.

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Project		PERRY'S GREEN BULKHEAD REPAIR 701 HARBOR ROAD SOUTHPORT, CT 06890
Drawing		PROJECT NOTES - 2 of 2
Designed	Drawn	Checked
SCS	CLW	DJS
Job No.	Date	Drawing No.
2022070	9/8/2023	3 of 13



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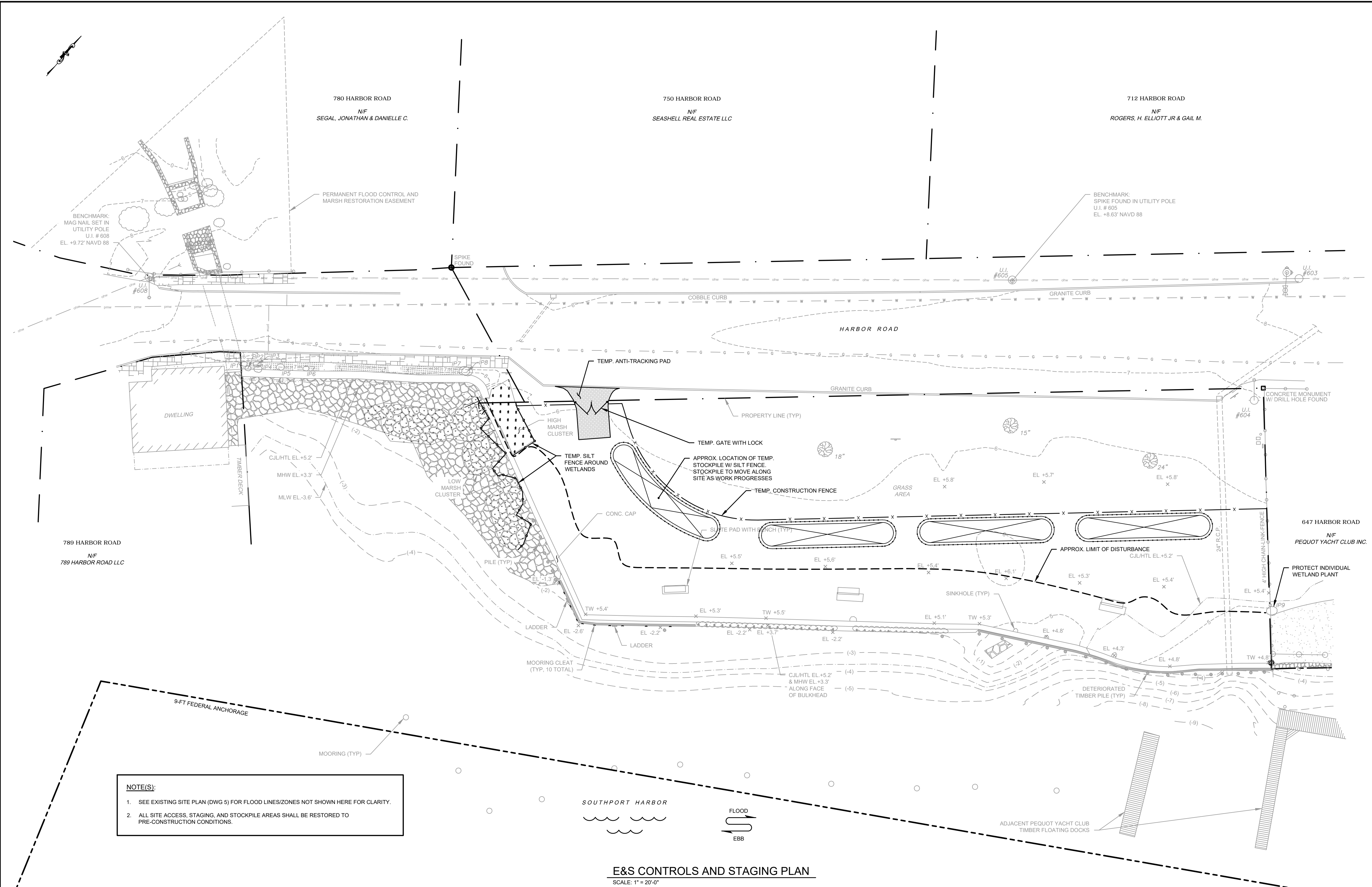
Project
PERRY'S GREEN BULKHEAD REPAIR
701 HARBOR ROAD
SOUTHPORT, CT 06890

Drawing
EXISTING SITE PLAN

Designed	Drawn	Checked
SCS	CLW	DJS
Job No.	Date	Drawing No.
2022070	9/8/2023	5 of 13

EROSION & SEDIMENTATION CONTROLS:

1. THE CONTRACTOR IS ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING EROSION AND SEDIMENT CONTROL, INCLUDING DUST CONTROL. THE RESPONSIBILITY INCLUDES SUPERVISING THE INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, NOTIFYING THE CONSERVATION STAFF PERSON OF ANY TRANSFER OF THIS RESPONSIBILITY AND CONVEYING A COPY OF THE CONTROL PLAN IF THE TITLE TO THE LAND IS TRANSFERRED.
2. THE CONTRACTOR SHALL, THROUGHOUT THE DURATION OF THE CONTRACT, CONTROL AND ABATE SILTATION, SEDIMENTATION AND POLLUTION OF ALL WATERS, INCLUDING BUT NOT LIMITED TO UNDERGROUND WATER SYSTEMS, INLAND WETLANDS, TIDAL WETLANDS, AND COASTAL OR NAVIGABLE WATERS.
3. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSISTENT WITH THOSE MEASURES SET FORTH IN THE "2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" AND THE "2004 CONNECTICUT STORMWATER QUALITY MANUAL", AND ALL ENVIRONMENTAL LAWS AND REGULATIONS ESTABLISHED BY FEDERAL, STATE OR MUNICIPAL AGENCIES.
4. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENTATION CONTROLS AT LEAST WEEKLY, IMMEDIATELY AFTER EACH RAINFALL EVENT OF AT LEAST 0.1 INCH, AND DAILY DURING PERIODS OF PROLONGED RAINFALL. THE CONTRACTOR SHALL MAINTAIN ALL EROSION AND SEDIMENTATION CONTROL DEVICES IN A FUNCTIONAL CONDITION. IN ACCORDANCE WITH THE CONTRACT PLANS, RELEVANT PERMITS, SPECIAL PROVISIONS, AND "2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL", IN THE EVENT THAT THE CONTRACTOR FAILS TO MAINTAIN SUCH DEVICES IN ACCORDANCE WITH SAID DOCUMENTS, AND THE CONTRACTOR DOES NOT CORRECT SUCH A FAILURE WITHIN 24 HOURS AFTER RECEIPT OF WRITTEN NOTICE OF SUCH A FAILURE FROM THE ENGINEER, THE OWNER MAY PROCEED WITH ITS OWN OR OTHER FORCES TO REMEDY SUCH FAILURES. THE COST TO THE DEPARTMENT OF CURING ANY SUCH SPECIFIED FAILURE WILL BE DEDUCTED FROM MONIES OWED TO THE CONTRACTOR UNDER THE CONTRACT OR UNDER ANY OTHER STATE CONTRACT.
5. WASHOUT OF APPLICATORS, CONTAINERS, VEHICLES, AND EQUIPMENT THAT HAVE BEEN USED WITH CONCRETE (INCLUDING BITUMINOUS CONCRETE), PAINT OR OTHER SUCH POSSIBLE CONTAMINANTS SHALL BE CONDUCTED: (i) AT LEAST 50 FEET FROM ANY STREAM, WETLAND OR OTHER SENSITIVE RESOURCE; AND (ii) IN AN ENTIRELY SELF-CONTAINED WASHOUT SYSTEM. SUCH MATERIALS SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS.
6. NO MATERIALS RESULTING FROM PROJECT CONSTRUCTION ACTIVITIES SHALL BE PLACED IN OR ALLOWED TO CONTRIBUTE TO THE DEGRADATION OF A WETLAND, WATERCOURSE OR STORM DRAINAGE SYSTEM. GOOD HOUSEKEEPING OF THE SITE BY THE CONTRACTOR FOR THE PURPOSE OF PREVENTING CONSTRUCTION-RELATED DEBRIS OR RUNOFF FROM ENTERING A REGULATED AREA IS REQUIRED. THE CONTRACTOR SHALL NOT LEAVE WASTE OR DEBRIS WITHIN THE TRAVEL WAY OR ROADSIDE WHERE IT MIGHT CREATE A SAFETY HAZARD TO THE TRAVELING PUBLIC. THE CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION-RELATED MATERIALS IN ACCORDANCE WITH FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS.
7. IN ACCORDANCE WITH CGS 22a-38, THE CONTRACTOR SHALL NOT WITHDRAW WATER FROM ANY WATERCOURSE SYSTEM, EXCEPT AS ALLOWED BY APPLICABLE PERMITS.
8. WHEN DEWATERING IS NECESSARY, THE CONTRACTOR MUST NOT ALLOW PUMPS USED FOR SAME TO DISCHARGE DIRECTLY INTO A WETLAND OR WATERCOURSE. PRIOR TO ANY DEWATERING, THE CONTRACTOR MUST SUBMIT TO THE ENGINEER A WRITTEN PROPOSAL, FOR SPECIFIC METHODS AND DEVICES TO BE USED FOR SAME, INCLUDING, BUT NOT LIMITED TO PUMPING OF WATER INTO A TEMPORARY SEDIMENTATION BASIN, PROVIDING SURGE PROTECTION AT THE INLET OR OUTLET OF PUMPS, FLOATING THE INTAKE OF A PUMP, OR ANY OTHER METHOD FOR MINIMIZING OR RETAINING THE SUSPENDED SOLIDS. IF THE ENGINEER DETERMINES THAT A PUMPING OPERATION IS CAUSING TURBIDITY IN A REGULATED AREA, THE CONTRACTOR SHALL HALT SAID OPERATION UNTIL A MEANS OF CONTROLLING THE TURBIDITY IS IMPLEMENTED.
9. WHENEVER POSSIBLE, WORK WITHIN OR ADJACENT TO WATERCOURSES SHALL BE CONDUCTED DURING PERIODS OF LOW FLOW. THE ENGINEER SHALL REMAIN AWARE OF FLOW CONDITIONS DURING THE CONDUCT OF SUCH WORK, AND SHALL ORDER SUCH WORK STOPPED IF FLOW CONDITIONS THREATEN TO CAUSE EXCESSIVE EROSION, SILTATION OR TURBIDITY. BEFORE PREDICTED MAJOR STORMS (I.E. A STORM PREDICTED BY NOAA WEATHER SERVICE WITH WARNINGS OF FLOODING, SEVERE THUNDERSTORMS, OR SIMILARLY SEVERE WEATHER CONDITIONS OR EFFECTS), THE CONTRACTOR SHALL MAKE EVERY EFFORT TO SECURE THE SITE TO THE SATISFACTION OF THE ENGINEER UNLESS ALLOWED BY A DEEP PERMIT. THE CONTRACTOR SHALL STORE NO MATERIALS AND PLACE NO STAGING AREAS BELOW THE 100-YEAR ELEVATION. THE CONTRACTOR SHALL NOT STORE BELOW THE 500-YEAR FLOOD LEVEL ANY MATERIALS WHICH ARE BUOYANT, HAZARDOUS, FLAMMABLE, EXPLOSIVE, SOLUBLE, EXPANSIVE, RADIOACTIVE, OR ANY OTHER MATERIALS THAT COULD BE INJURIOUS TO HUMAN, ANIMAL OR PLANT LIFE IN THE EVENT OF A FLOOD.
10. UPON COMPLETION OF THE ASSOCIATED WORK, THE CONTRACTOR SHALL IMMEDIATELY CLEAR ALL AREAS OF ALL FORMS, FALSE WORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS CREATED OR CAUSED BY CONSTRUCTION OPERATIONS.
11. CONTRACTOR SHALL PROTECT FROM DISTURBING OR DAMAGE, WETLAND AREAS ADJACENT TO WORK.
12. THE CONTRACTOR SHALL UTILIZE APPROVED METHODS/MATERIALS FOR PREVENTING THE BLOWING AND MOVEMENT OF DUST FROM EXPOSED SOIL SURFACES ONTO ADJACENT PROPERTIES AND SITE AREAS.
13. THE CONTRACTOR SHALL MAINTAIN A SUPPLY OF SILT FENCE ON SITE FOR EMERGENCY PURPOSES.
14. DUMPING OF OIL, CHEMICALS OR OTHER DELETERIOUS MATERIALS ON THE GROUND OR INTO A WATERCOURSE IS FORBIDDEN. THE CONTRACTOR SHALL PROVIDE A MEANS OF CATCHING, RETAINING, AND PROPERLY DISPOSING OF DRAINED OIL, REMOVED OIL FILTERS, AND OTHER DELETERIOUS MATERIAL. THE CONTRACTOR SHALL IMMEDIATELY REPORT ALL SPILLS OF SUCH MATERIALS TO THE ENGINEER AND THE CT DEEP.



NOTE(S):

1. SEE EXISTING SITE PLAN (DWG 5) FOR FLOOD LINES/ZONES NOT SHOWN HERE FOR CLARITY.
2. ALL SITE ACCESS, STAGING, AND STOCKPILE AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS.

E&S CONTROLS AND STAGING PLAN
SCALE: 1" = 20'-0"



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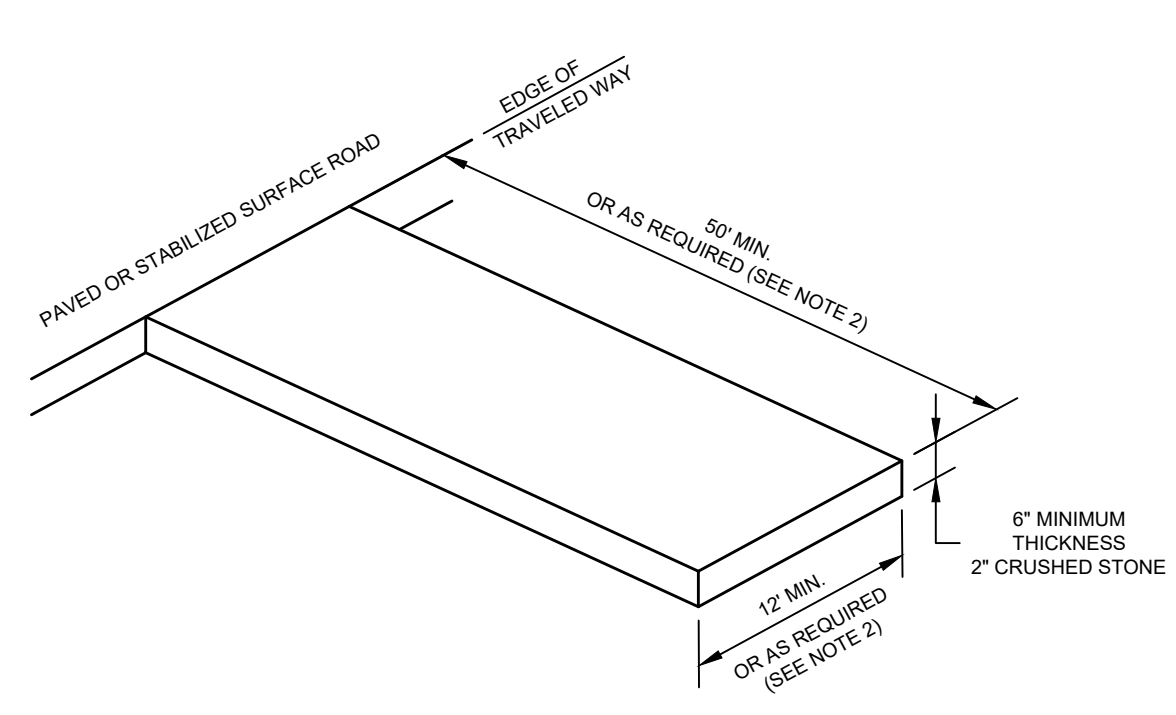
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FAIRFIELD, CT 06824

Project
PERRY'S GREEN BULKHEAD REPAIR
701 HARBOR ROAD
SOUTHPORT, CT 06890

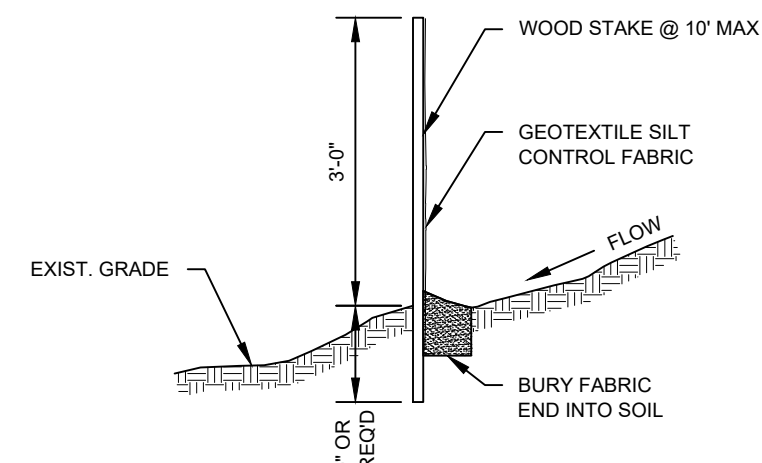
Drawing
E&S CONTROLS & STAGING PLAN

Designed	Drawn	Checked
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Job No.	Date	Drawing No.
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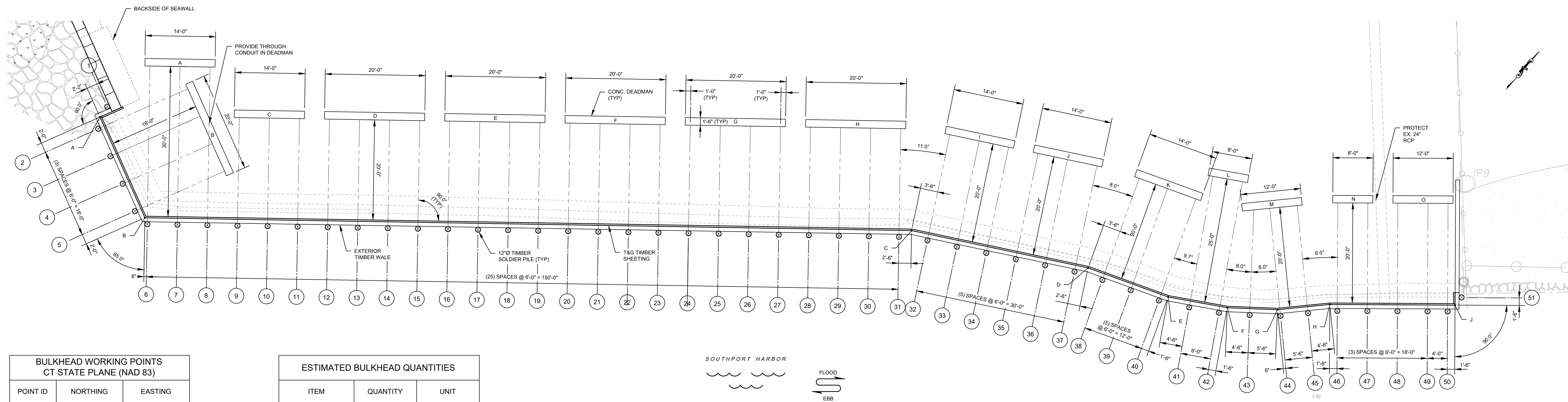
- ANTI-TRACKING PAD NOTES:**
1. CLEAR AND GRUB AREA AND REMOVE TOPSOIL BEFORE PLACEMENT OF CRUSHED STONE LAYER. A GEOTEXTILE MAY BE REQUIRED TO STRENGTHEN SUBGRADE SOILS AND TO PREVENT STONE MOVEMENT AND LOSS OF VOIDS WITHIN THE STONE ENTRANCE.
 2. LENGTH OF ENTRANCE MAY BE LIMITED BY SITE CONDITIONS. PROVIDE ADEQUATE WIDTH OF ENTRANCE AT ROAD INTERSECTION TO ACCOMMODATE THE TURNING MOVEMENTS OF CONSTRUCTION VEHICLES.
 3. MAINTAIN ENTRANCE SO AS TO PREVENT TRACKING OR WASHING OF SEDIMENT ONTO ROAD. SEDIMENT THAT MAY BE TRACKED OR OTHERWISE DEPOSITED WITHIN THE ROAD SHALL BE REMOVED IMMEDIATELY.
 4. MAINTENANCE MAY INCLUDE THE REQUIREMENT FOR TOP DRESSING THE CRUSHED STONE LAYER OR REPLACING THE FULL DEPTH OF THE CRUSHED STONE LAYER.
 5. SHOULD SITE CONDITIONS BE SUCH THAT SOIL CANNOT BE REMOVED BY VEHICLES TRAVELING OVER THE ENTRANCE, THE TIRES OF VEHICLES MAY HAVE TO BE WASHED PRIOR TO VEHICLES ENTERING THE ROAD. ALL WASH WATER SHALL BE DIRECTED THROUGH AN APPROVED SEDIMENT FILTER OR TO A SEDIMENT BASIN.



ANTI-TRACKING PAD
SCALE: N.T.S.



SILT FENCE
SCALE: N.T.S.



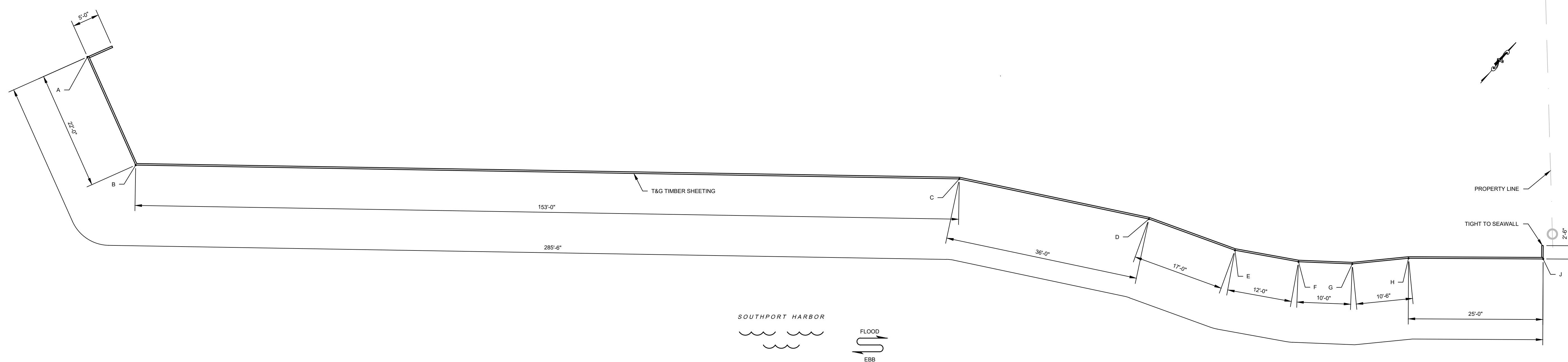
BULKHEAD WORKING POINTS CT STATE PLANE (NAD 83)		
POINT ID	NORTHING	EASTING
A	609305.13	852881.83
B	609295.87	852901.79
C	609394.44	853018.81
D	609411.95	853050.26
E	609418.07	853066.12
F	609424.21	853076.43
G	609430.47	853084.23
H	609438.12	853091.42
J	609454.45	853110.35

ESTIMATED BULKHEAD QUANTITIES		
ITEM	QUANTITY	UNIT
PILE	1173	LF
SHEETING	6688	LF
WALES	891	LF
TIE-RODS	1208	LF
DEADMAN	45	CY
CRUSHED STONE (N-FILL)	100	CY
CRUSHED STONE (TIE-RODS & DEADMAN)	60	CY

QUANTITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY AND ARE NOT CONTRACTUAL. CONTRACTOR SHALL VERIFY AND CONFIRM REQUIRED QUANTITIES FOR CONSTRUCTION, PRIOR TO CONSTRUCTION.

SOUTHPORT HARBOR

SOLDIER PILE/DEADMAN PLAN
 SCALE: 1" = 10'-0"



SOUTHPORT HARBOR

TIMBER SHEETING PLAN
 SCALE: 1" = 10'-0"



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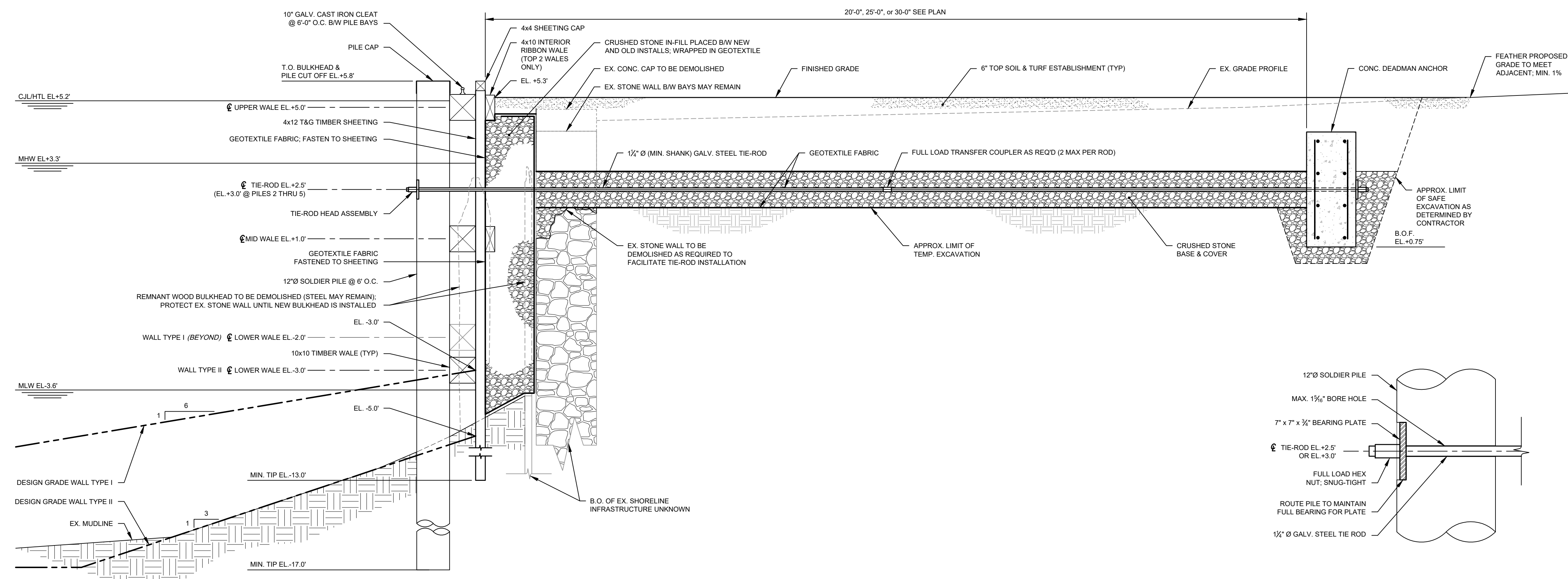
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 FAIRFIELD, CT 06824

Project
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 701 HARBOR ROAD
 SOUTHPORT, CT 06890

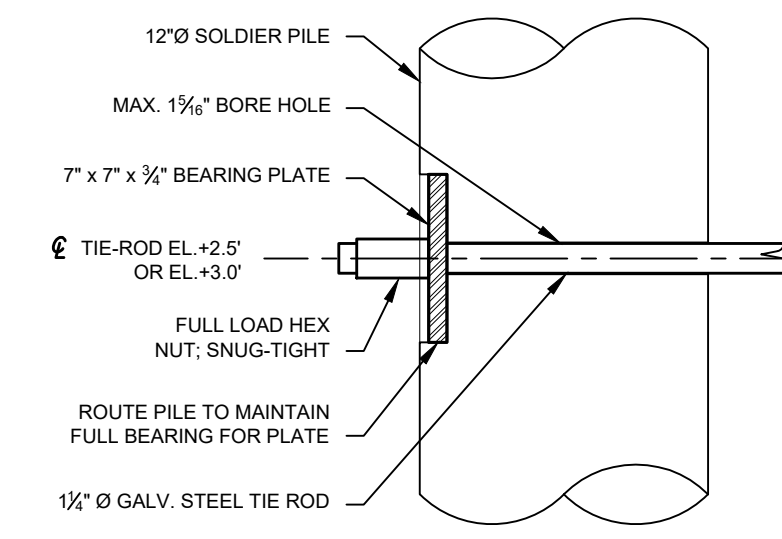
Drawing
**SOLDIER PILE/DEADMAN PLAN
& TIMBER SHEETING PLAN**

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SCS	CLW	DJS
Job No.	Date	Drawing No.
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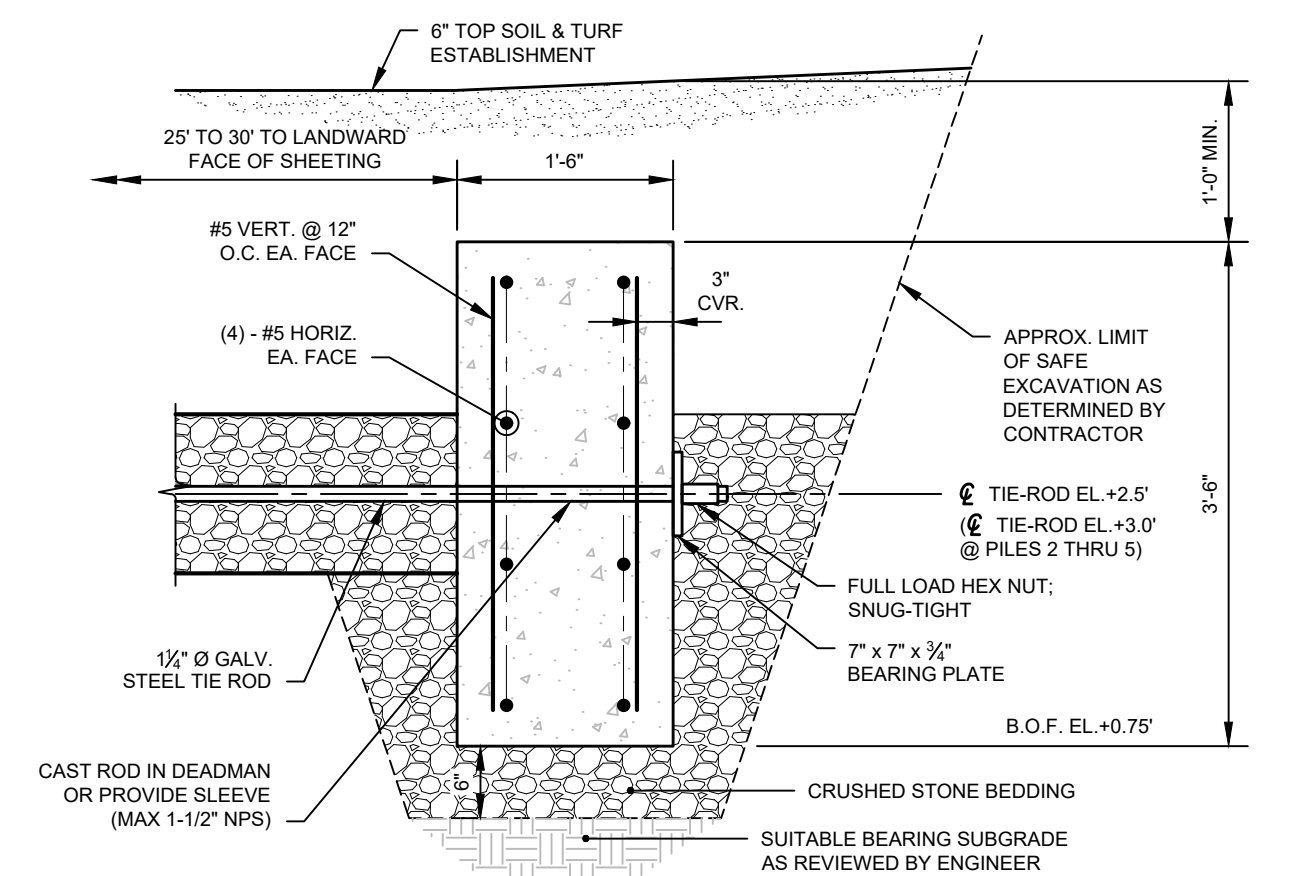
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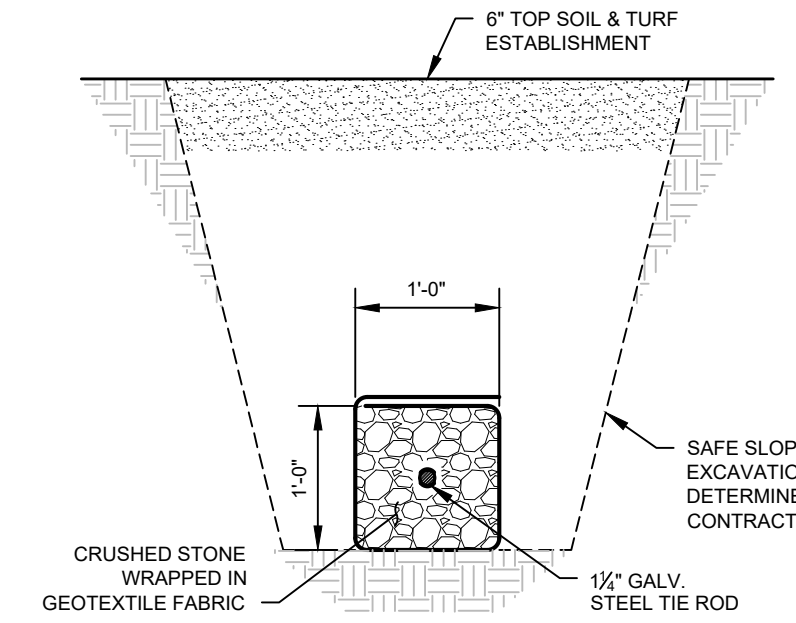
TYPICAL TIMBER BULKHEAD SECTION
SCALE: 1/2" = 1'-0"



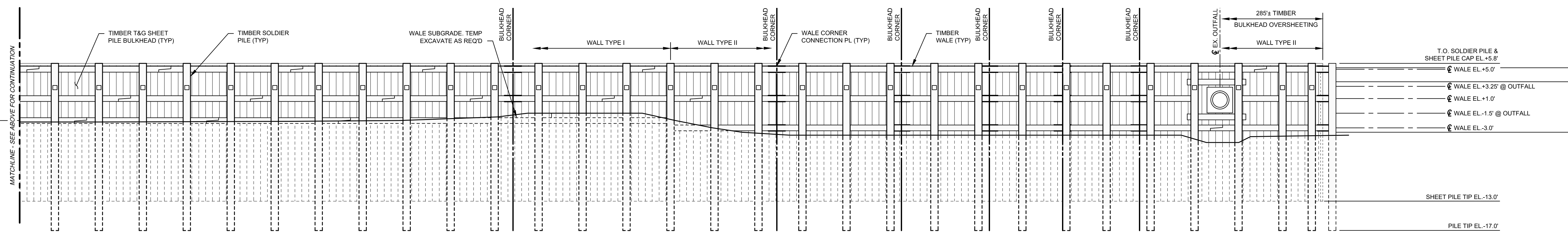
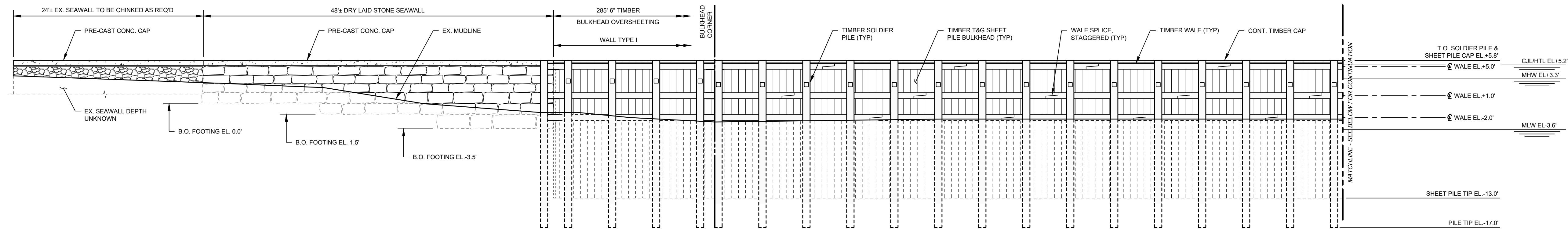
TIE-ROD DETAIL @ PILE
SCALE: 1-1/2" = 1'-0"



CONCRETE DEADMAN DETAIL
SCALE: 3/4" = 1'-0"



TIE-ROD SECTION
SCALE: 3/4" = 1'-0"



SEAWALL/BULKHEAD ELEVATION
SCALE: 1/8" = 1'-0"

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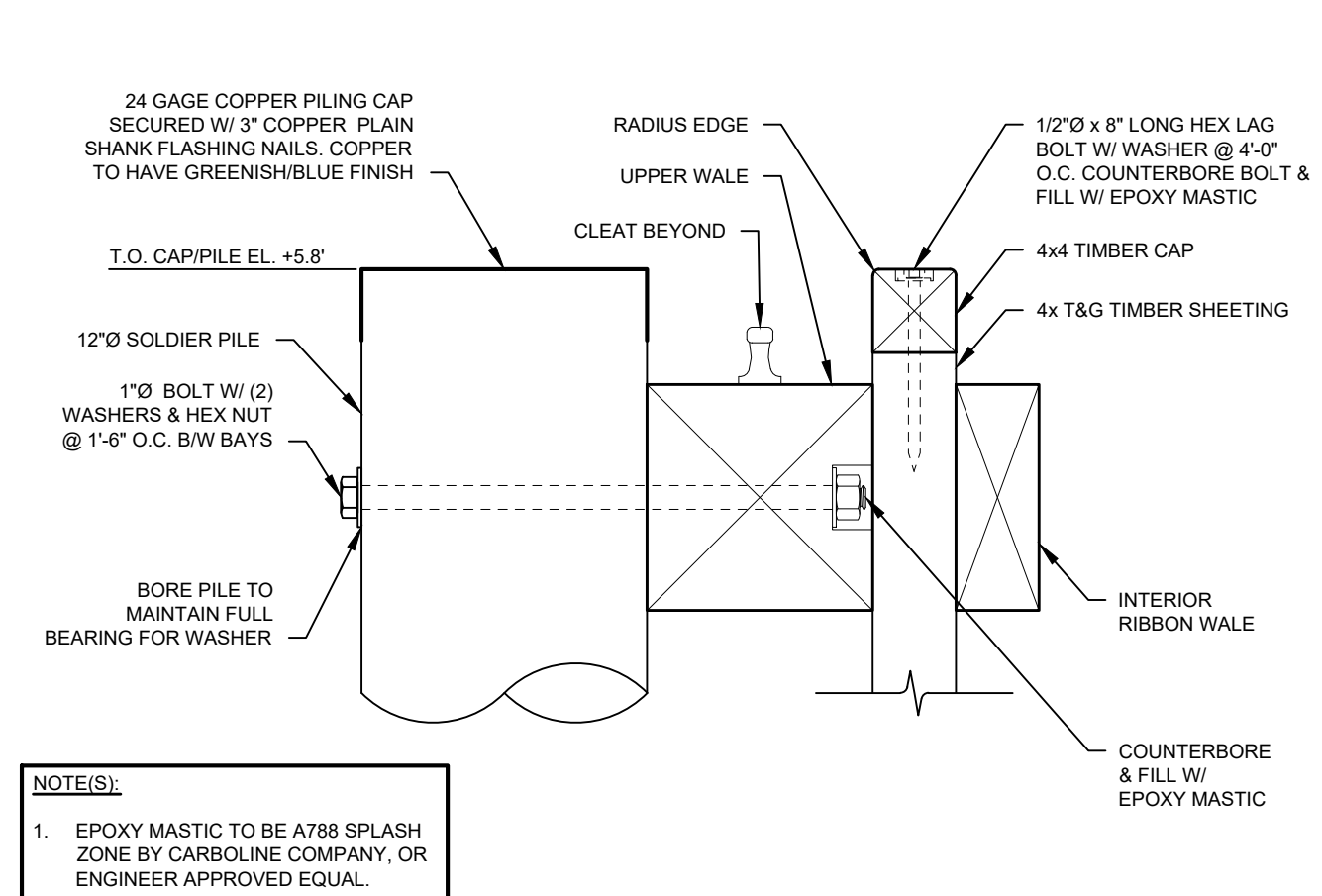
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FAIRFIELD, CT 06824

Project
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SOUTHPORT, CT 06890

Drawing
**TYPICAL TIMBER BULKHEAD SECTION
& SEAWALL/BULKHEAD ELEVATION**

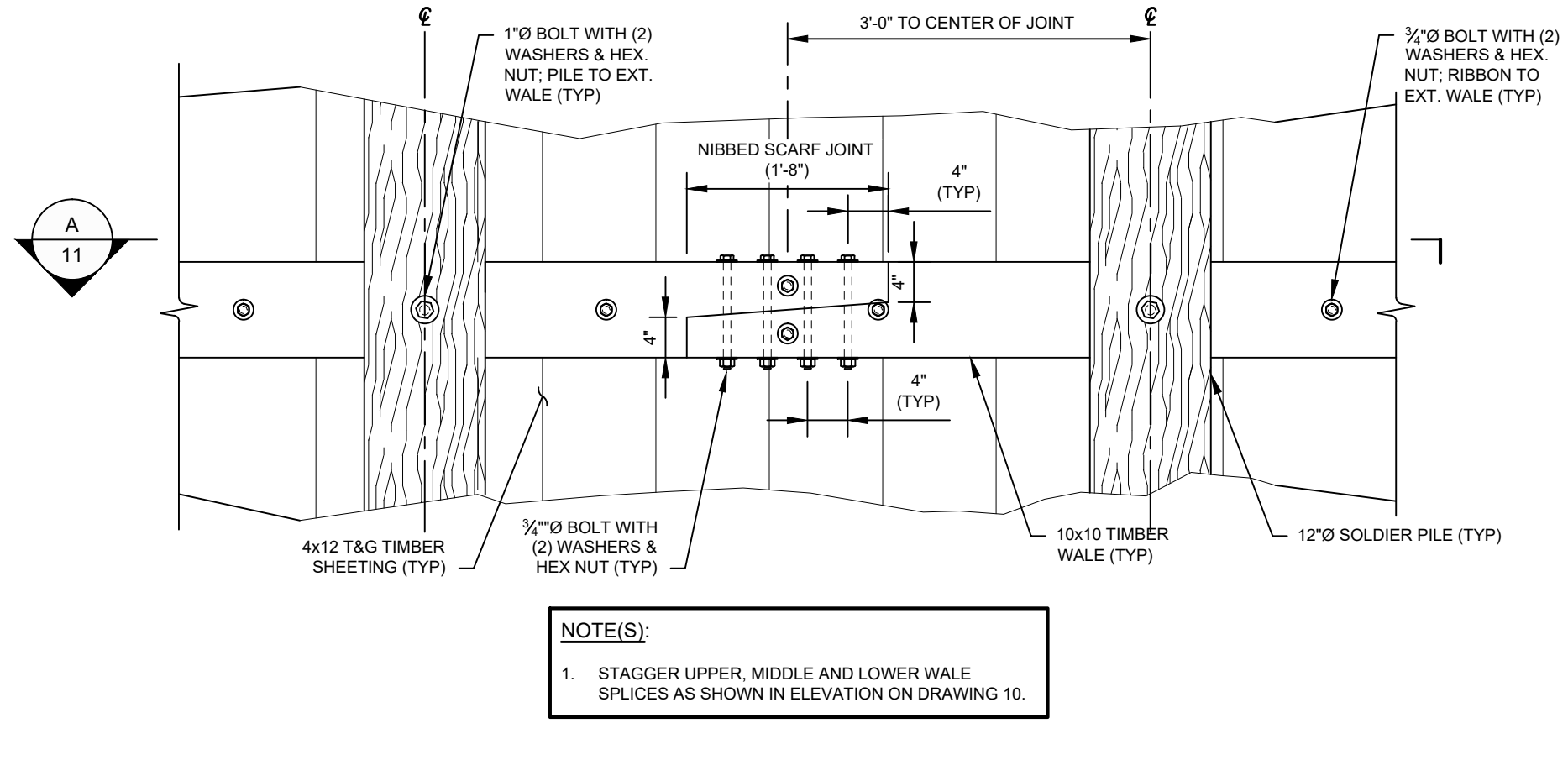
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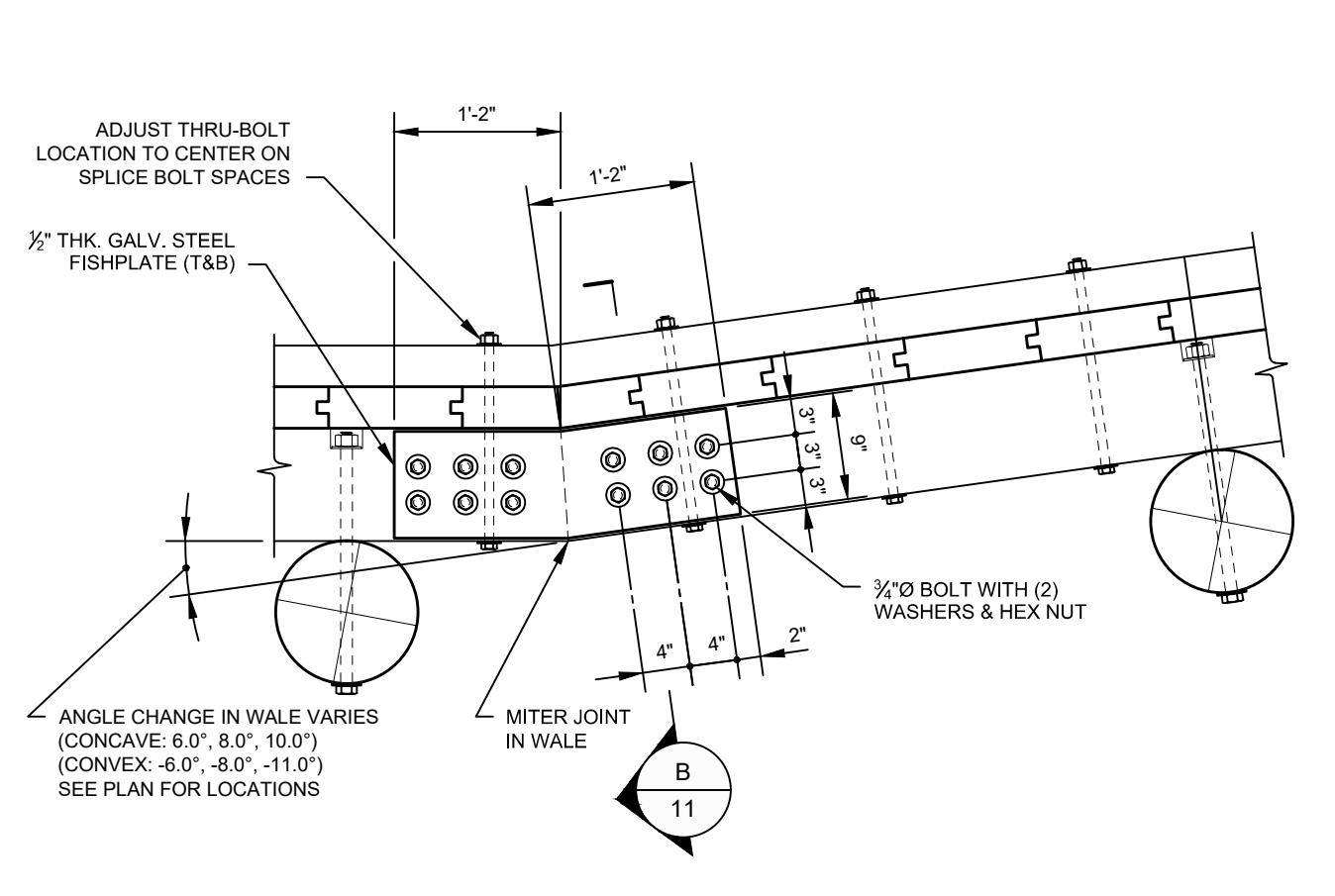
BULKHEAD CAP DETAIL
SCALE: 1-1/2" = 1'-0"

NOTES:
1. EPOXY MASTIC TO BE A788 SPLASH ZONE BY CAROLINE COMPANY, OR ENGINEER APPROVED EQUAL.

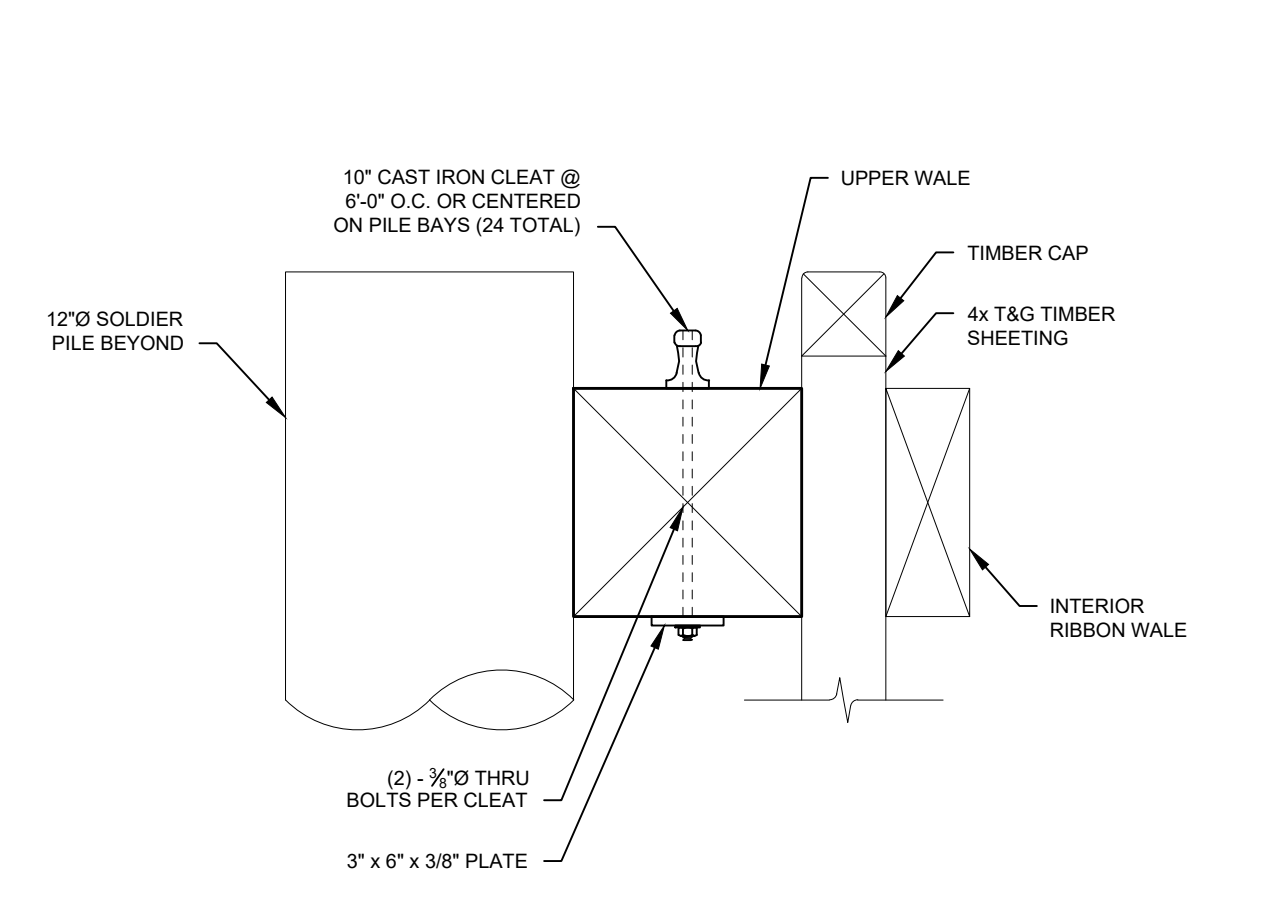


TYPICAL WALE SPLICE DETAIL: ELEVATION
SCALE: 3/4" = 1'-0"

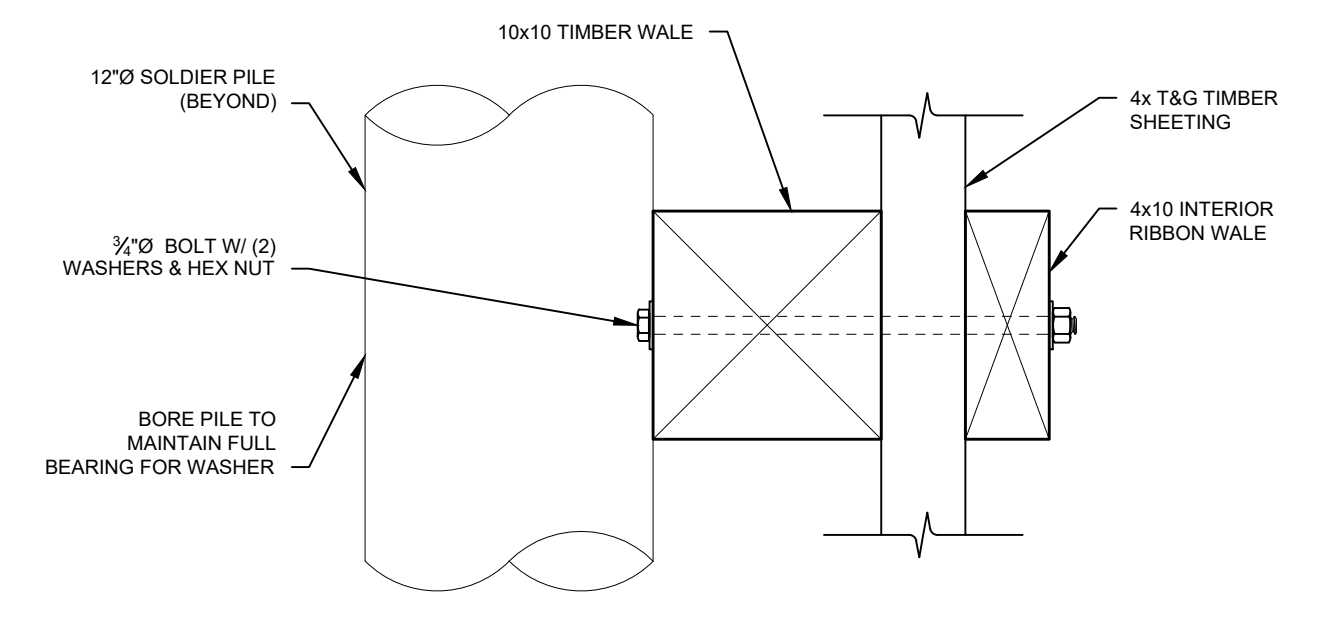
NOTE(S):
1. STAGGER UPPER, MIDDLE AND LOWER WALE SPLICES AS SHOWN IN ELEVATION ON DRAWING 10.



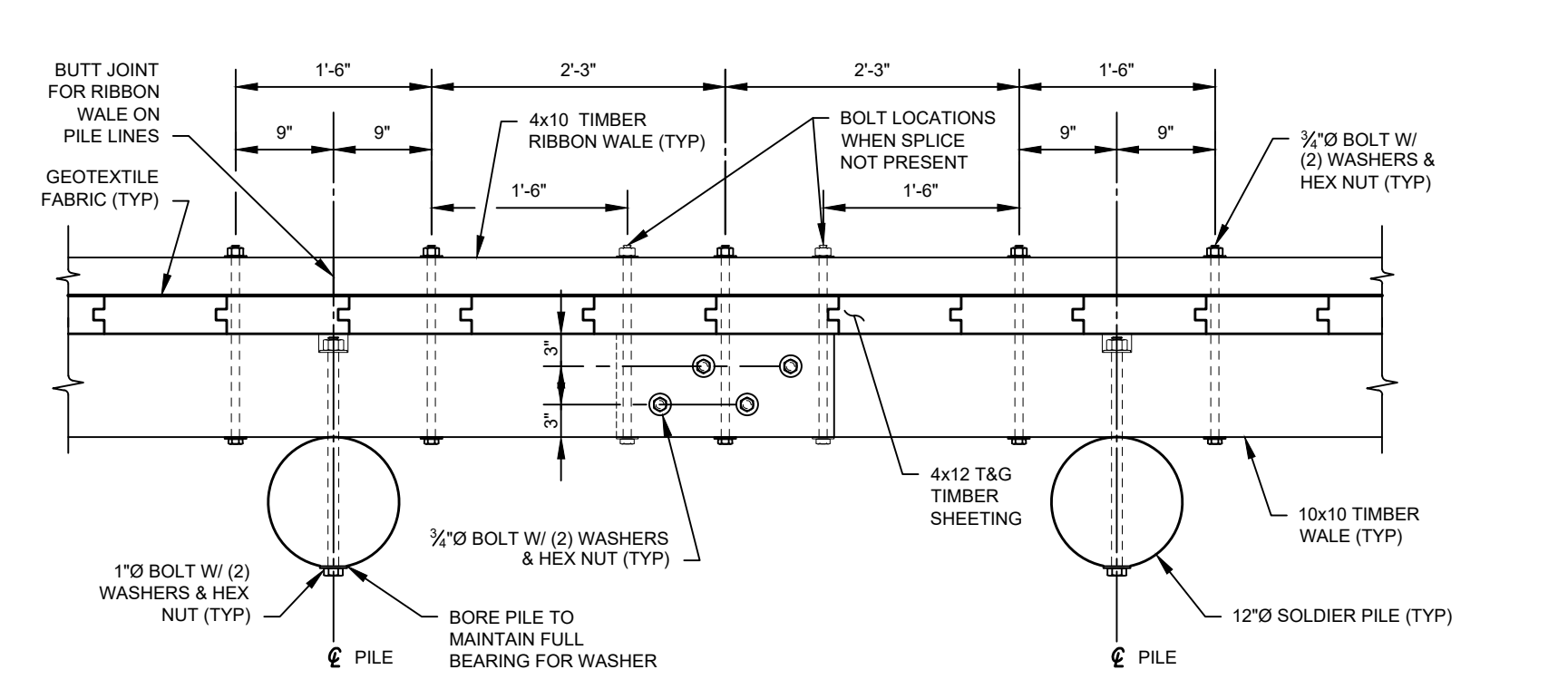
WALE CORNER CONNECTION PLATE DETAIL: PLAN VIEW
SCALE: 3/4" = 1'-0"



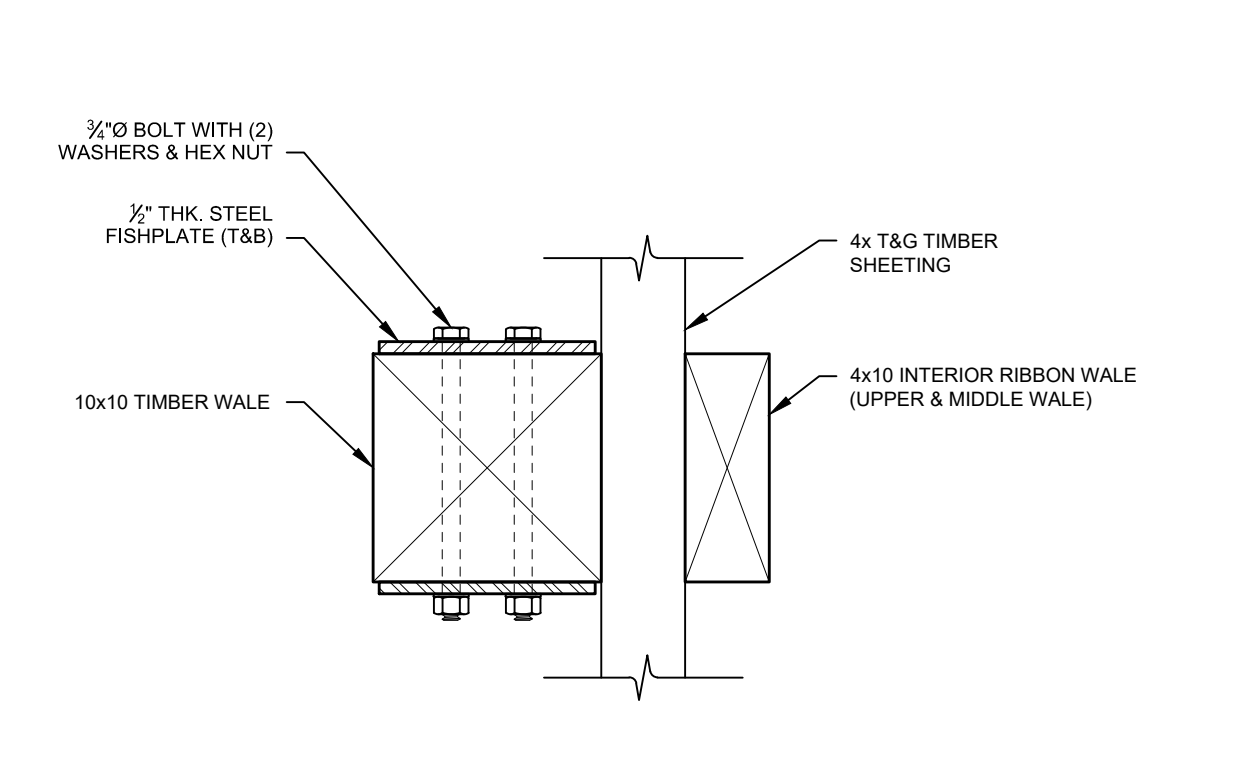
CLEAT CONNECTION DETAIL
SCALE: 1-1/2" = 1'-0"



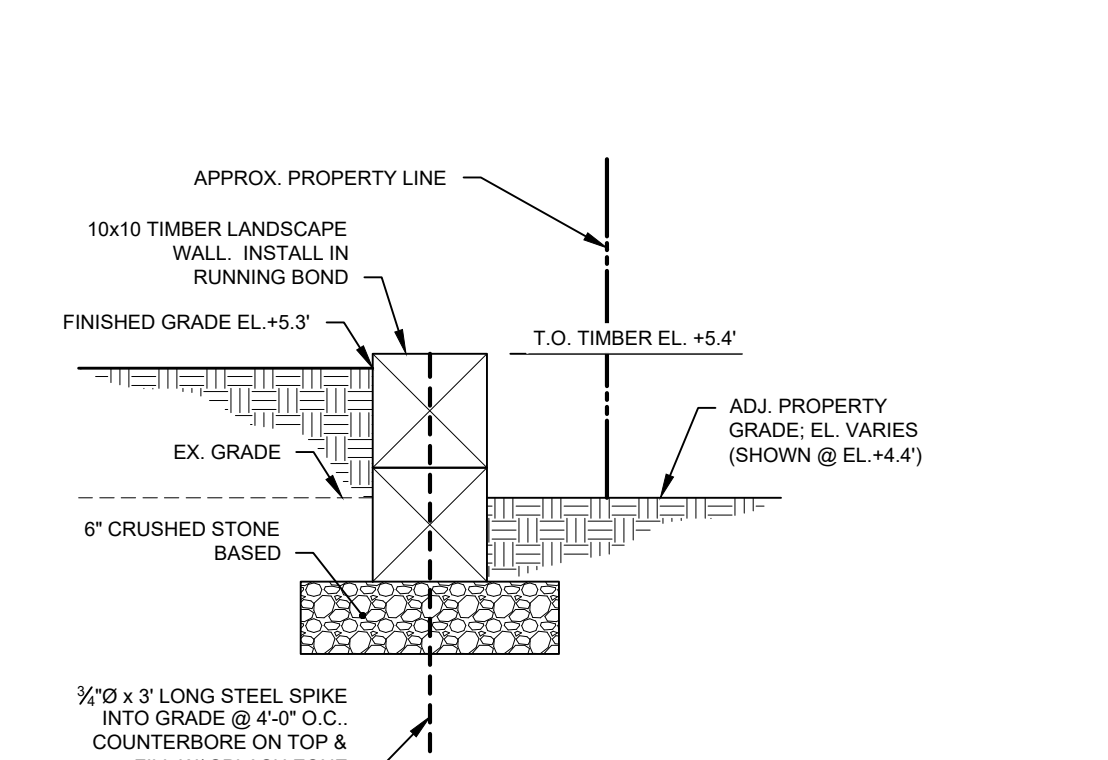
UPPER & MIDDLE WALE CONNECTION TO SHEET DETAIL
SCALE: 1-1/2" = 1'-0"



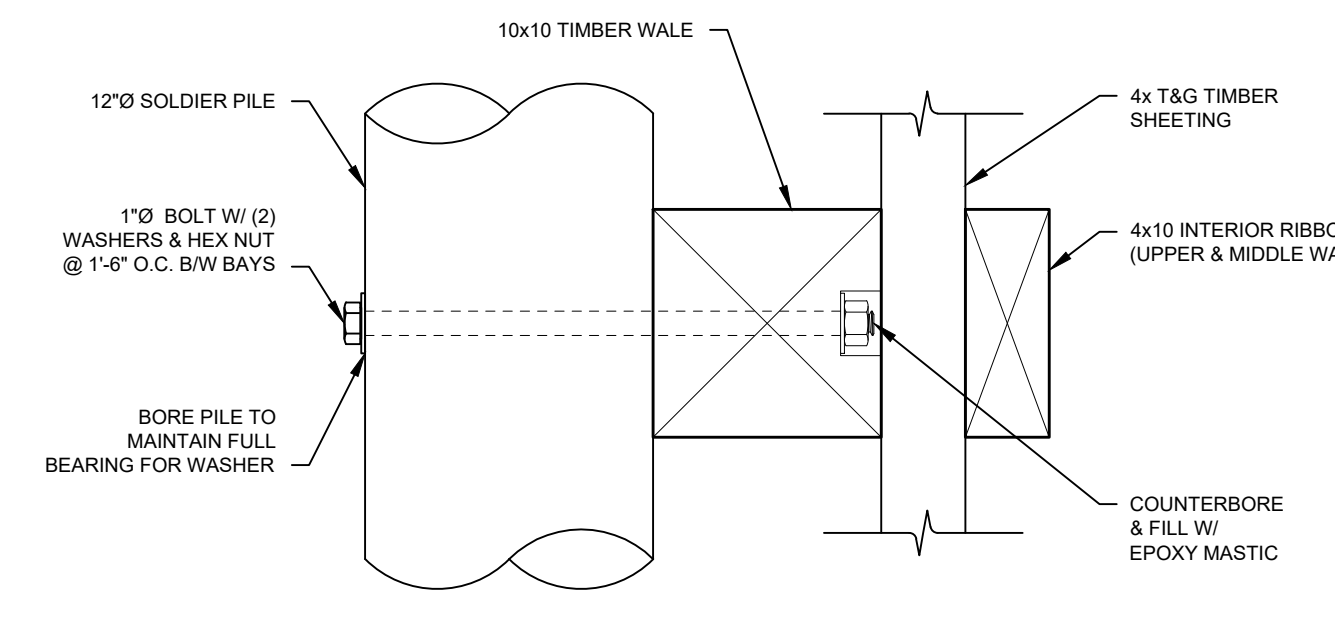
SPlice DETAIL: PLAN
SCALE: 3/4" = 1'-0"



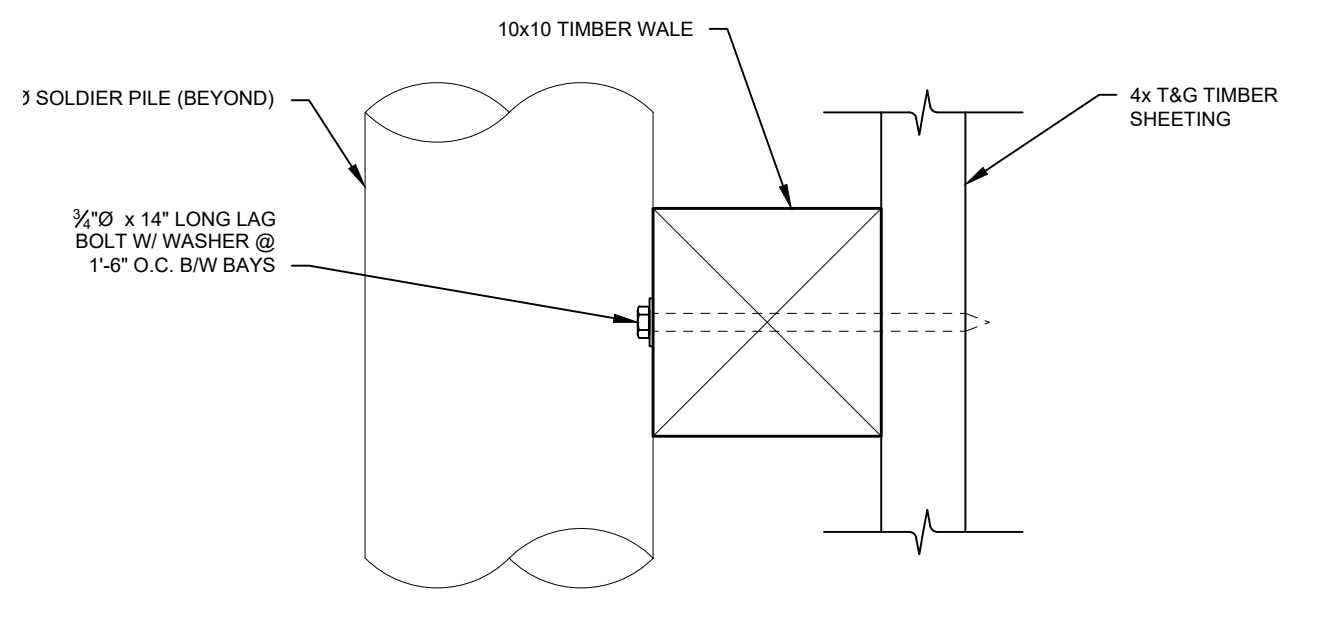
SECTION B
SCALE: 1-1/2" = 1'-0"



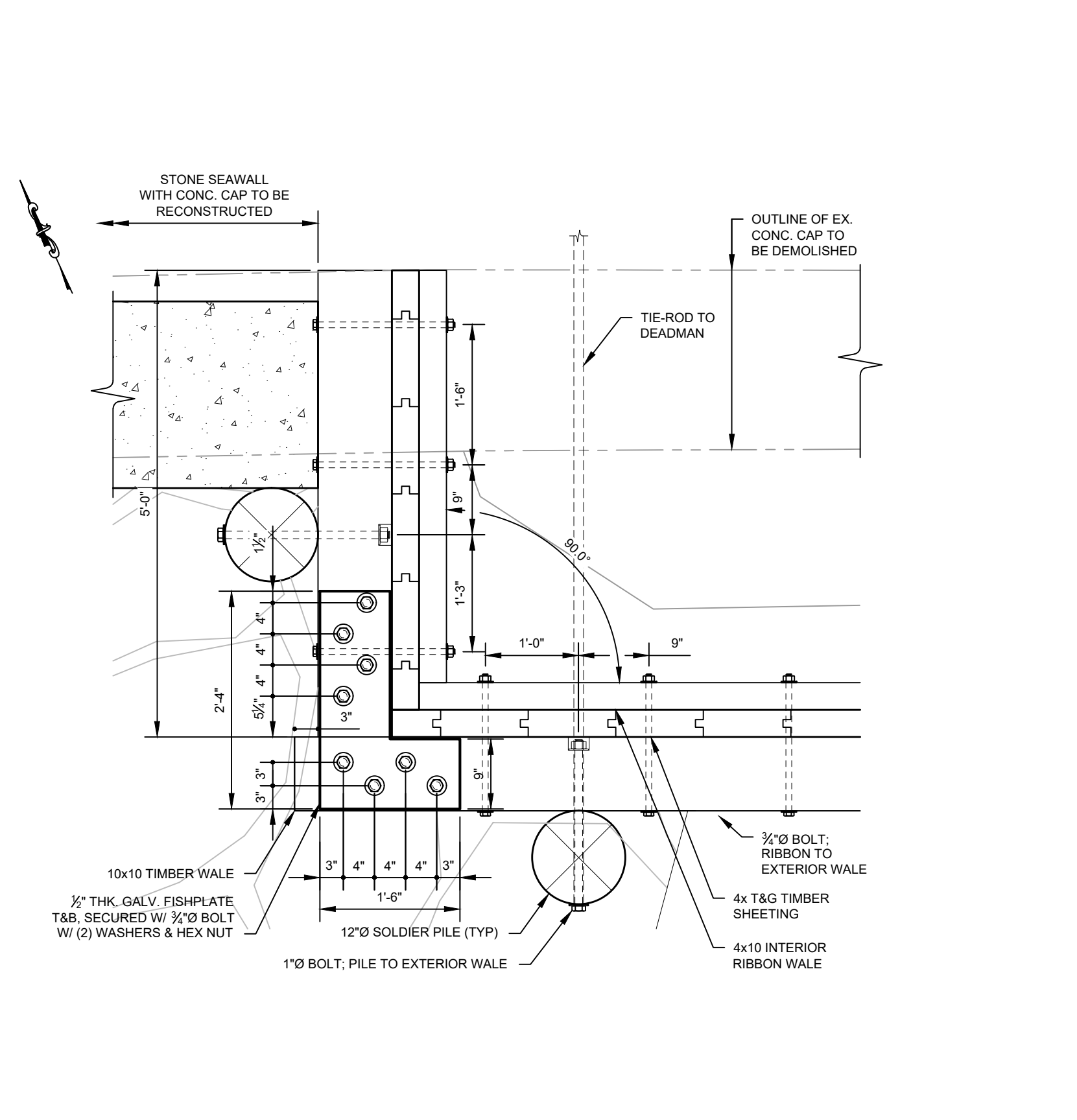
SECTION C
SCALE: 3/4" = 1'-0"



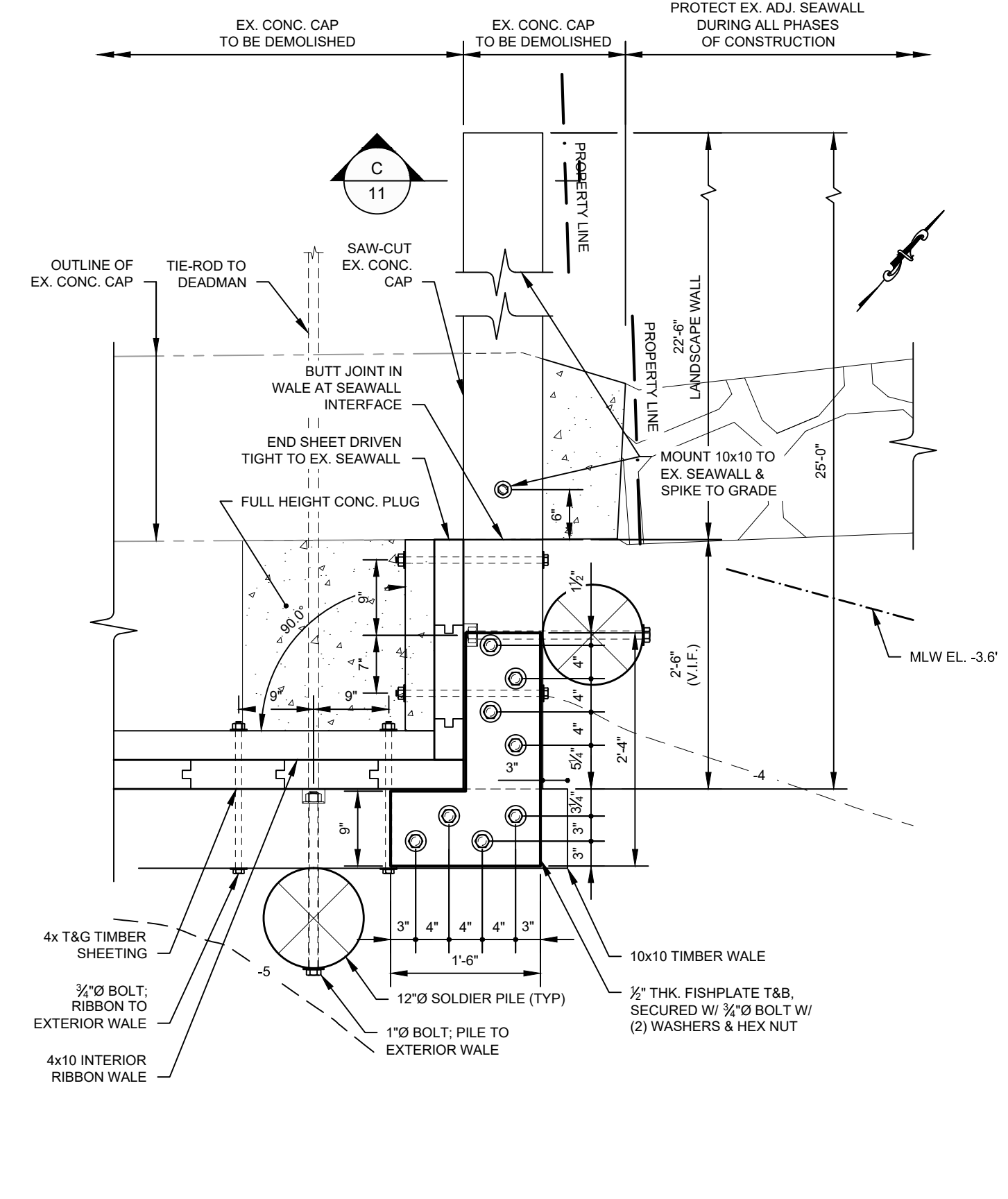
UPPER, MIDDLE & LOWER WALE CONNECTION TO PILE DETAIL
SCALE: 1-1/2" = 1'-0"



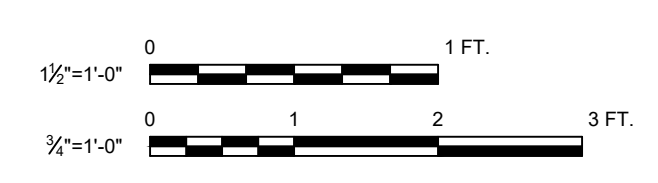
LOWER WALE CONNECTION TO SHEET DETAIL
SCALE: 1-1/2" = 1'-0"



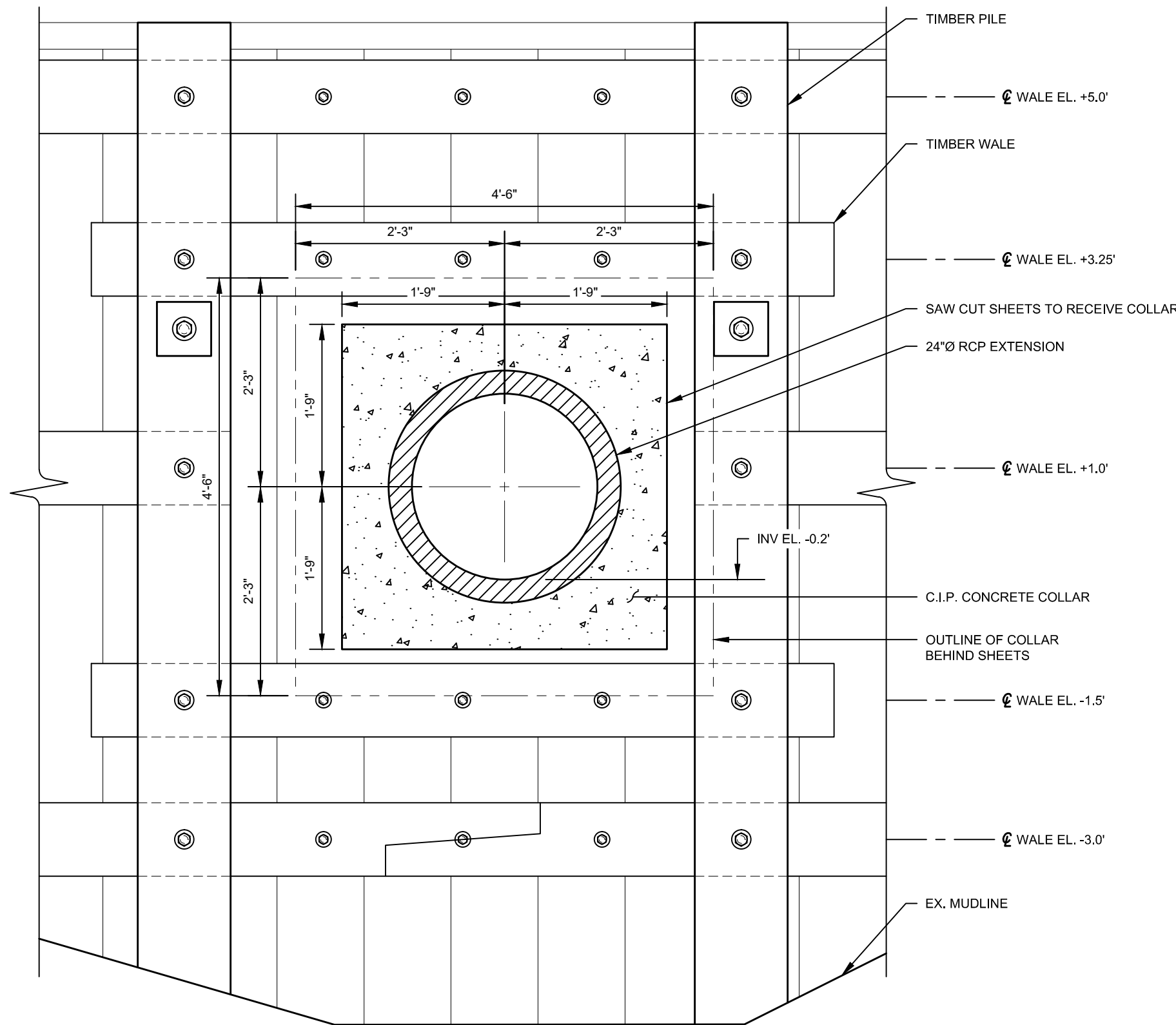
SOUTH BULKHEAD RETURN PLAN DETAIL
SCALE: 3/4" = 1'-0"



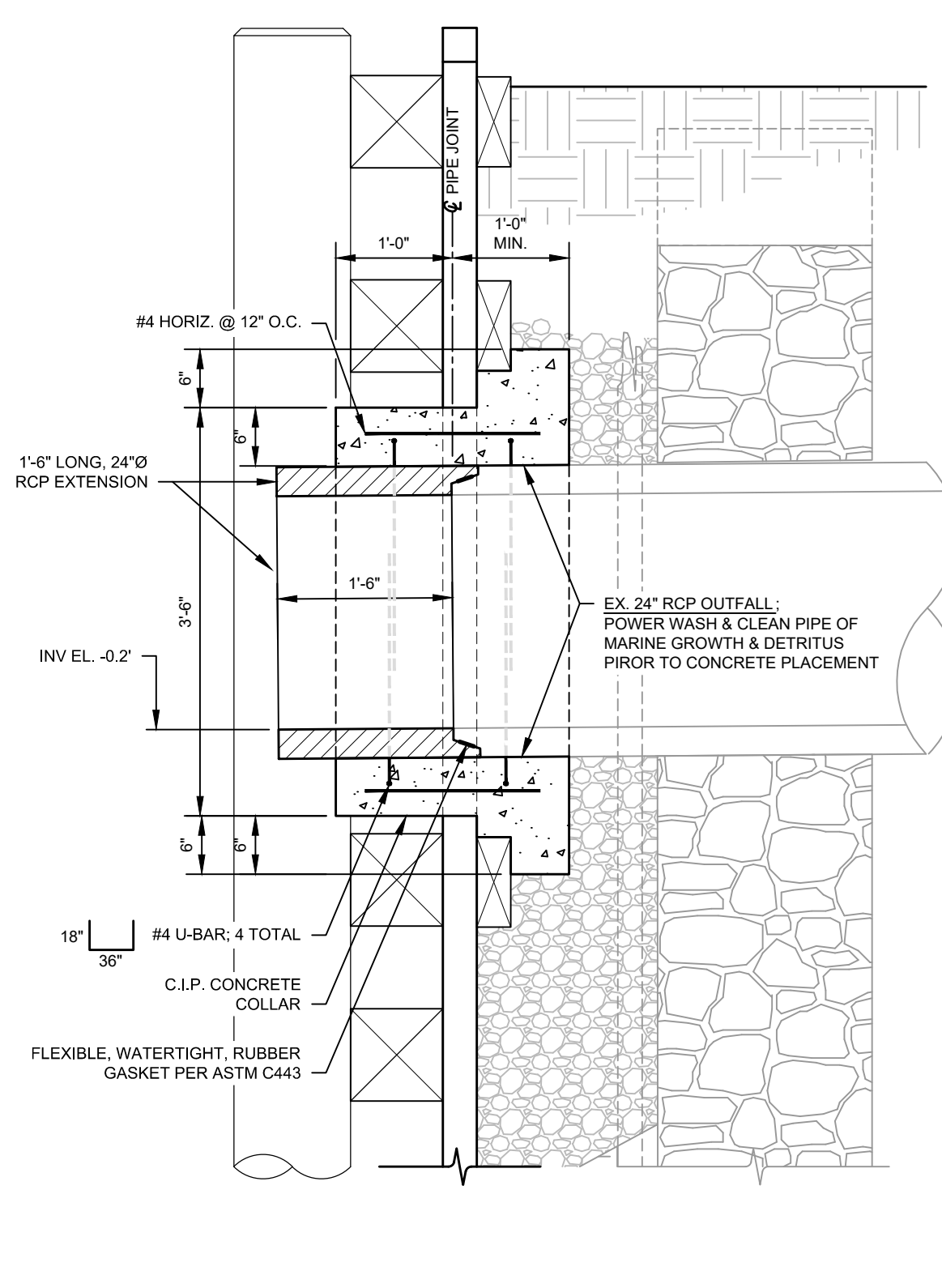
NORTH BULKHEAD RETURN PLAN DETAIL
SCALE: 3/4" = 1'-0"



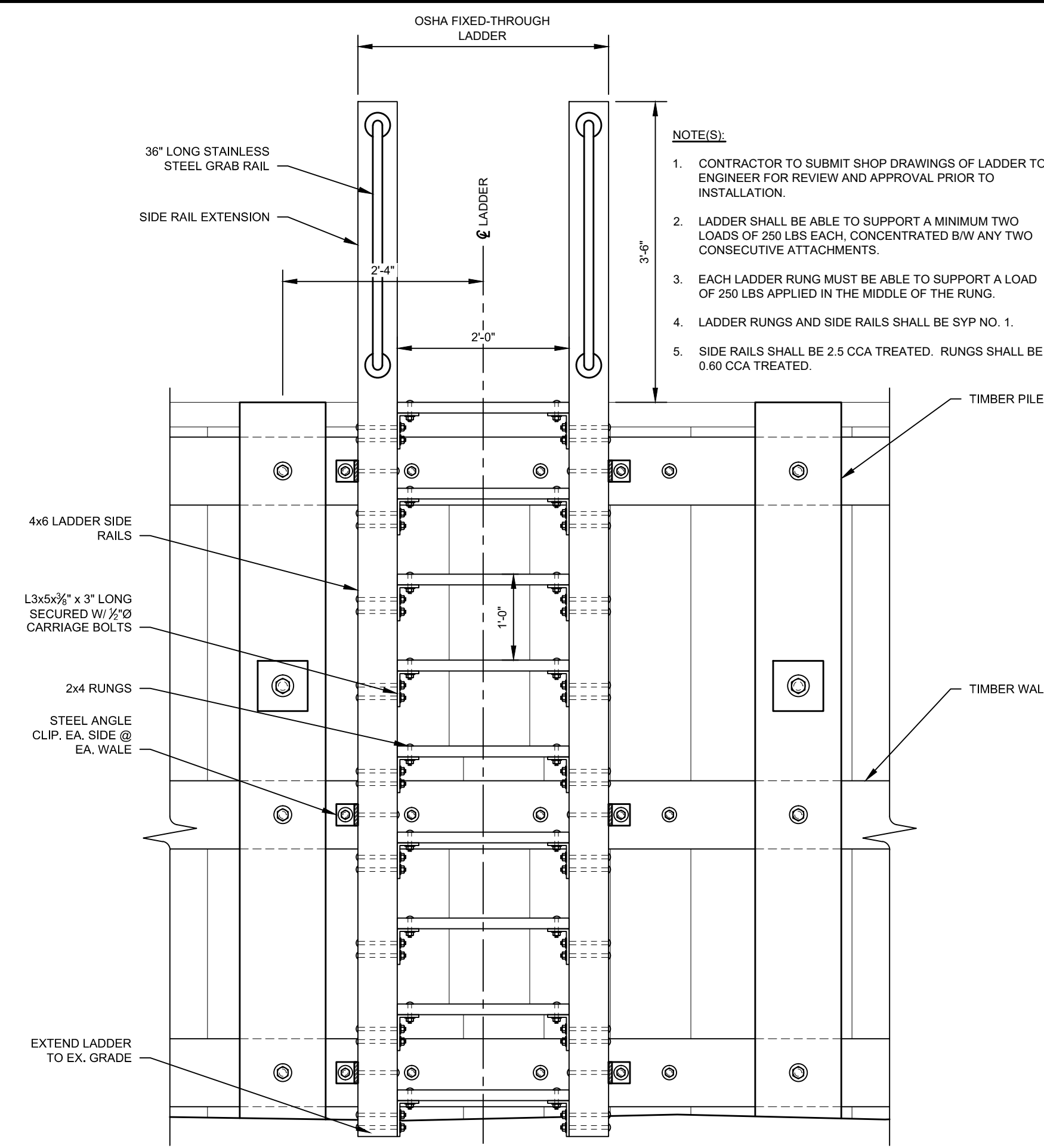
REV	DATE	DESCRIPTION
ISSUED FOR BID NOT FOR CONSTRUCTION		
RACE COASTAL ENGINEERING		
611 Access Road Stratford, CT 06615 Tel.: 203-377-0663 racecoastal.com		
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THIS DRAWING IS COPYRIGHTED		
Prepared for TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD, CT 06824		
Project PERRY'S GREEN BULKHEAD REPAIR 701 HARBOR ROAD SOUTHPORT, CT 06890		
Drawing TIMBER BULKHEAD REPAIR SECTIONS & DETAILS		
Designed SCS	Drawn CLW	Checked DJS
Job No. 2022070	Date 9/8/2023	Drawing No. 11 of 13



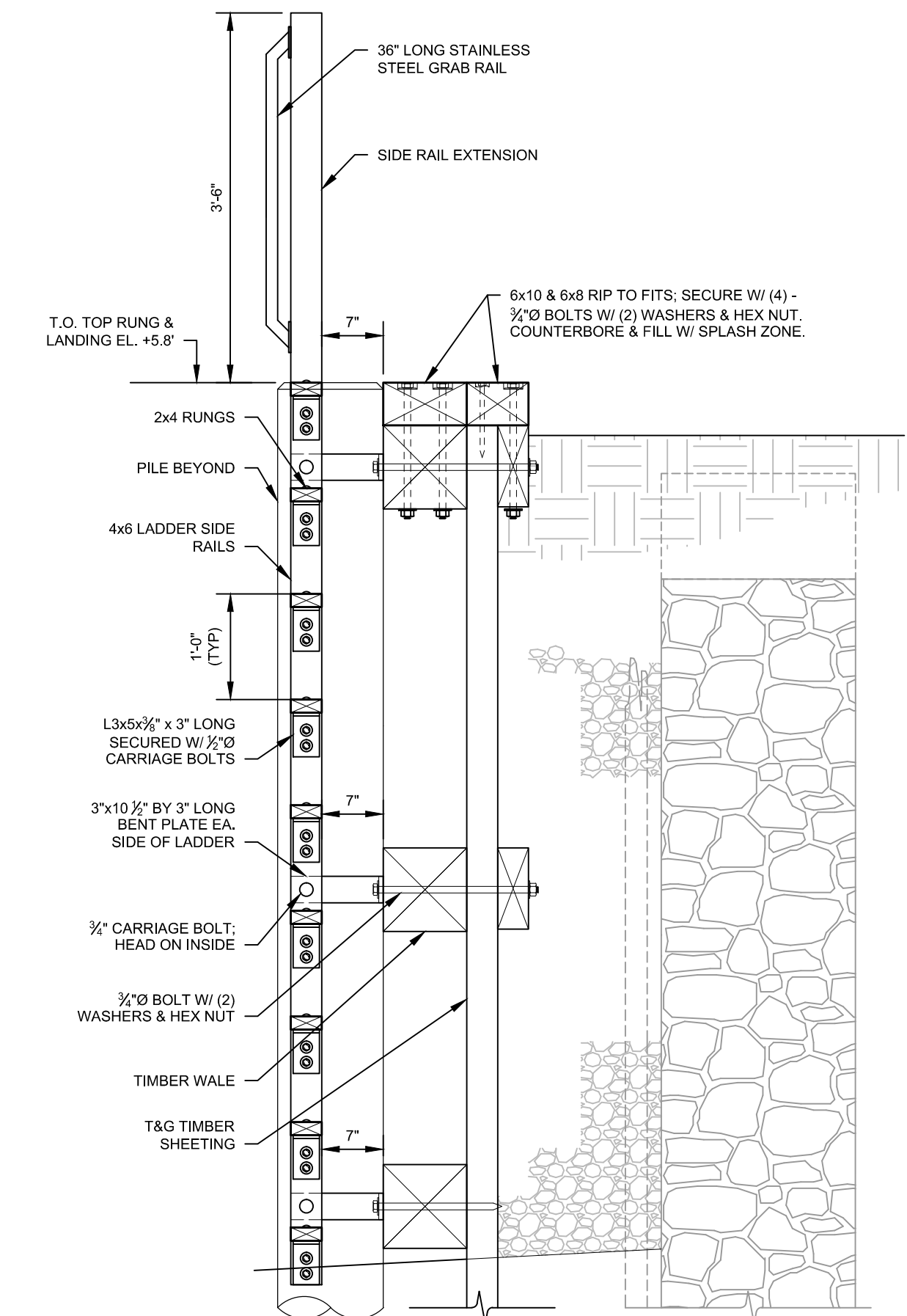
OUTFALL ELEVATION DETAIL
SCALE: 3/4" = 1'-0"



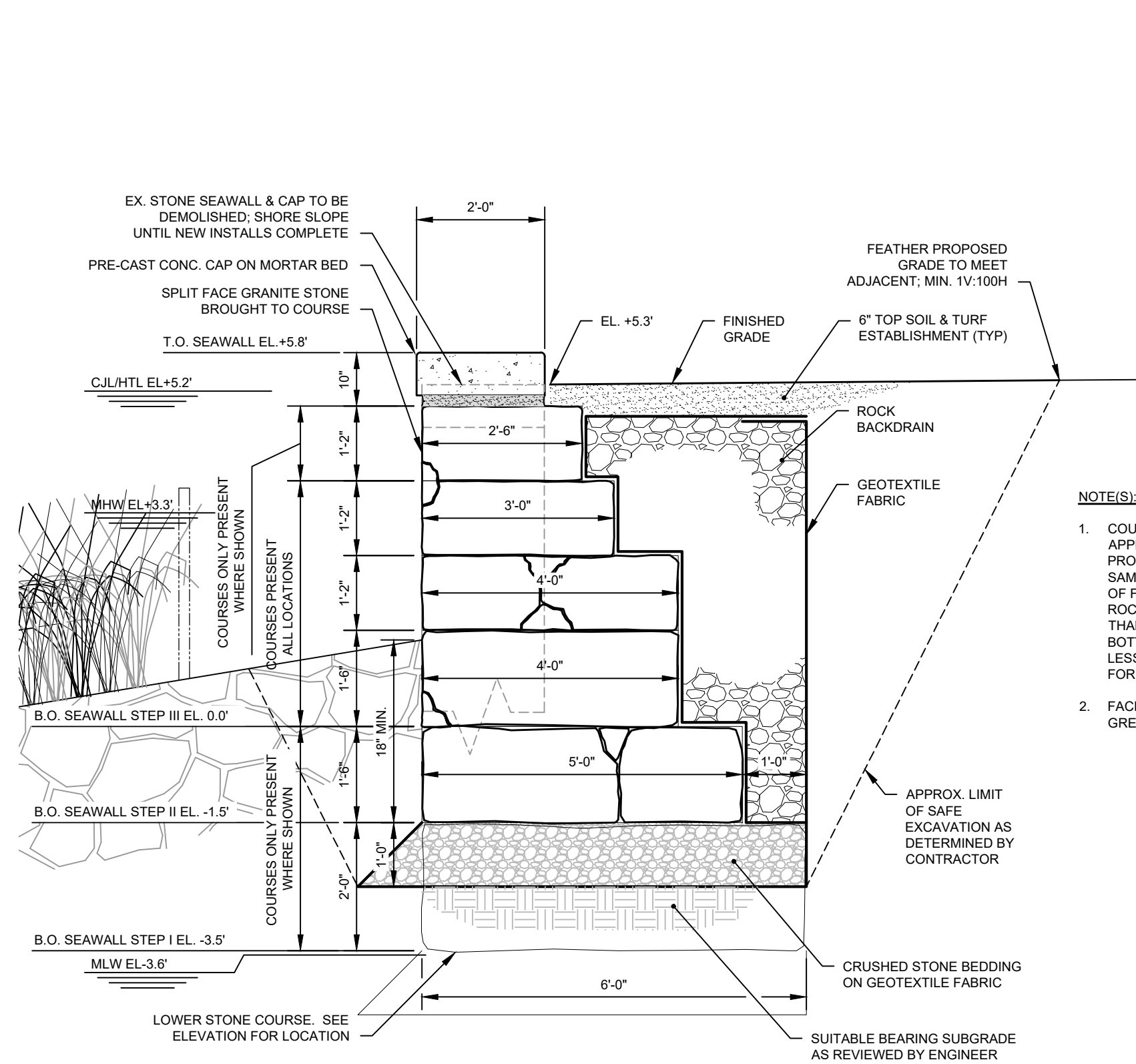
OUTFALL SECTION D
SCALE: 3/4" = 1'-0"



LADDER ELEVATION DETAIL
SCALE: 3/4" = 1'-0"

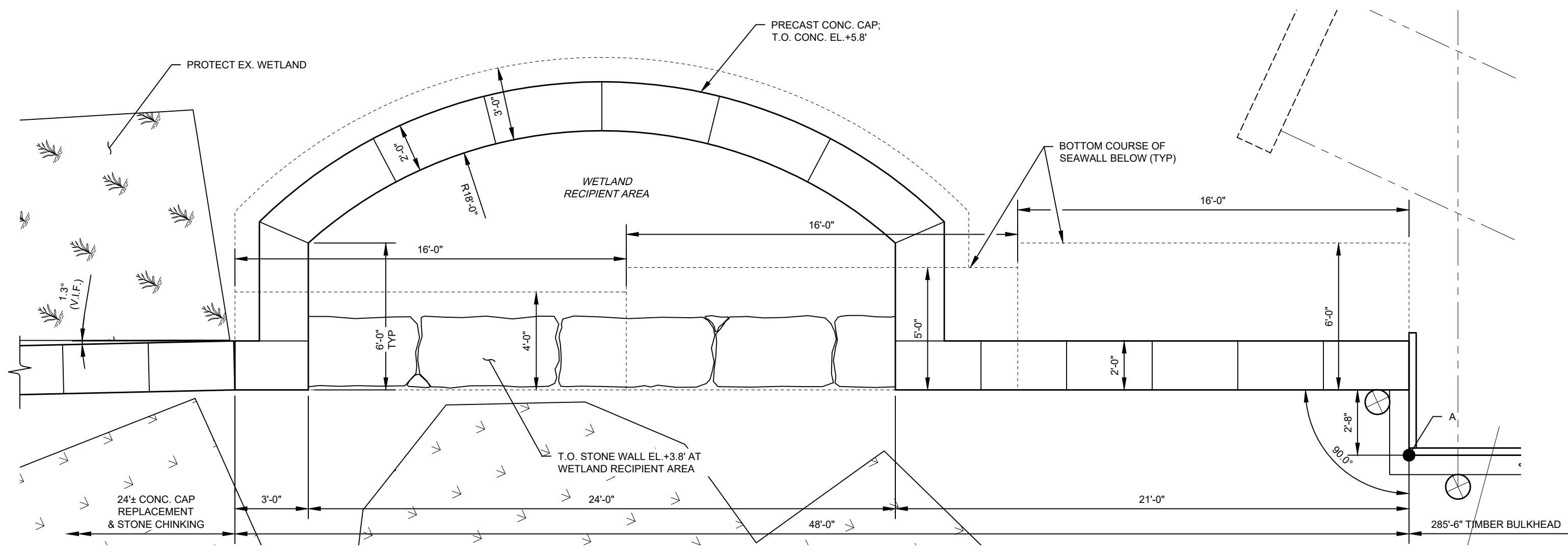


LADDER SECTION E
SCALE: 3/4" = 1'-0"

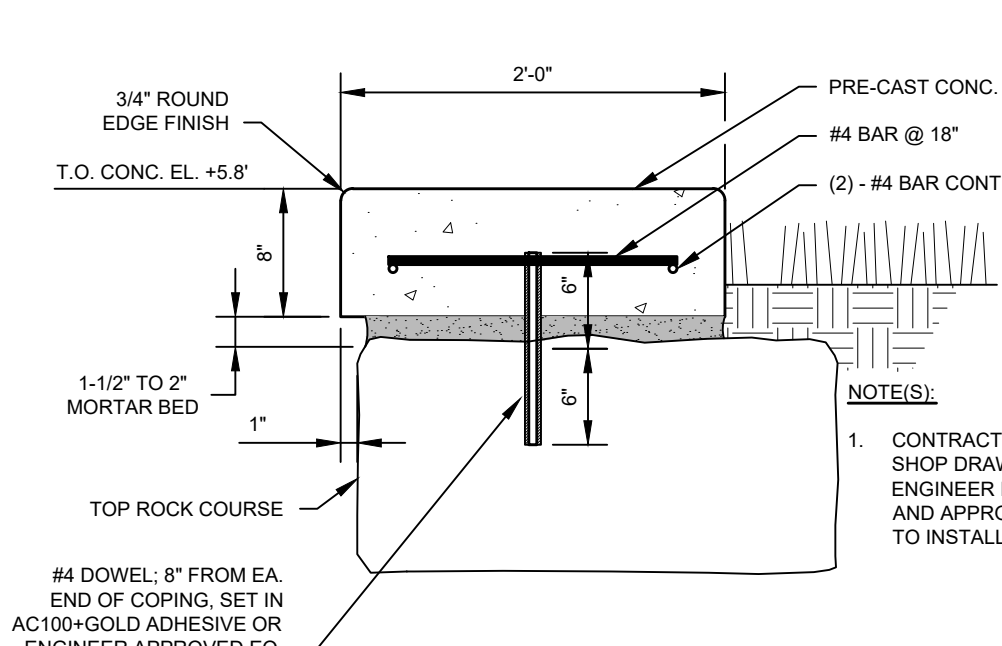


TYPICAL SEAWALL SECTION
SCALE: 1/2" = 1'-0"

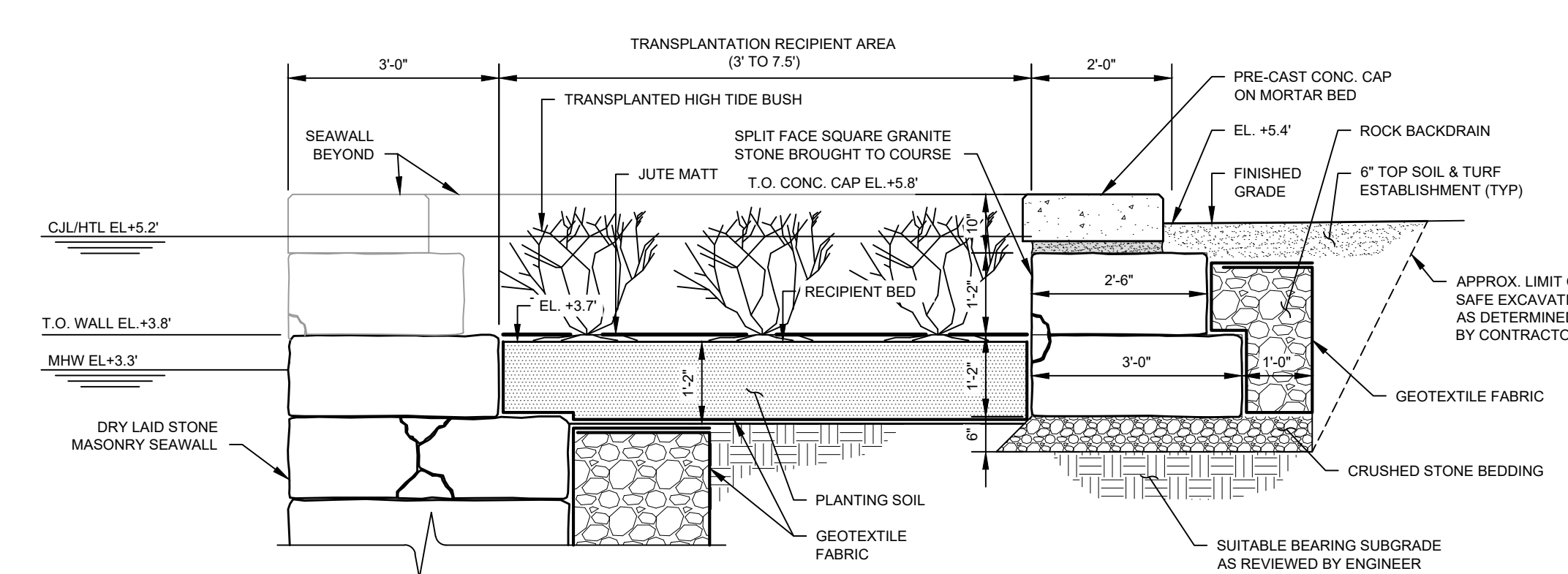
- NOTE(S):**
- COURSES MAY BE BUILT W/ (2) APPROXIMATELY EQUAL SIZE ROCKS PROVIDED SUCCESSIVE COURSE IN SAME LOCATION IN WALL CONSISTS OF FULL WIDTH ROCK. INDIVIDUAL ROCK WIDTH SHALL NOT BE LESS THAN 1/3 OF COURSE WIDTH FOR BOTTOM FOUR (4) COURSES AND NOT LESS THAN 1/2 OF COURSE WIDTH FOR TOP TWO (2) COURSES.
 - FACE OF SEAWALL SHALL HAVE NO GREATER THAN 20V:1H PITCH



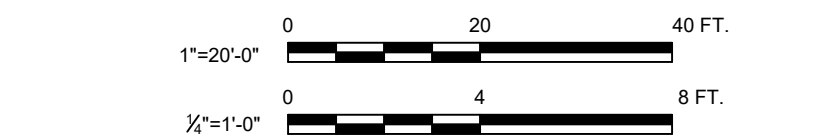
SEAWALL REPLACEMENT PLAN
SCALE: 1/4" = 1'-0"



SEAWALL CAP DETAIL
SCALE: 1" = 1'-0"



WETLAND RECIPIENT AREA B
SCALE: 1/2" = 1'-0"



REV	DATE	DESCRIPTION
ISSUED FOR BID NOT FOR CONSTRUCTION		
RACE COASTAL ENGINEERING		
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Prepared for		
TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD, CT 06824		
Project		
PERRY'S GREEN BULKHEAD REPAIR 701 HARBOR ROAD SOUTHPORT, CT 06890		
Drawing		
MISCELLANEOUS BULKHEAD DETAILS & STONE SEAWALL DETAILS		
Designed	Drawn	Checked
SCS	CLW	DJS
Job No.	Date	Drawing No.
2022070	9/8/2023	12 of 13

ADD ALTERNATE BID



PHOTO 6



PHOTO 5



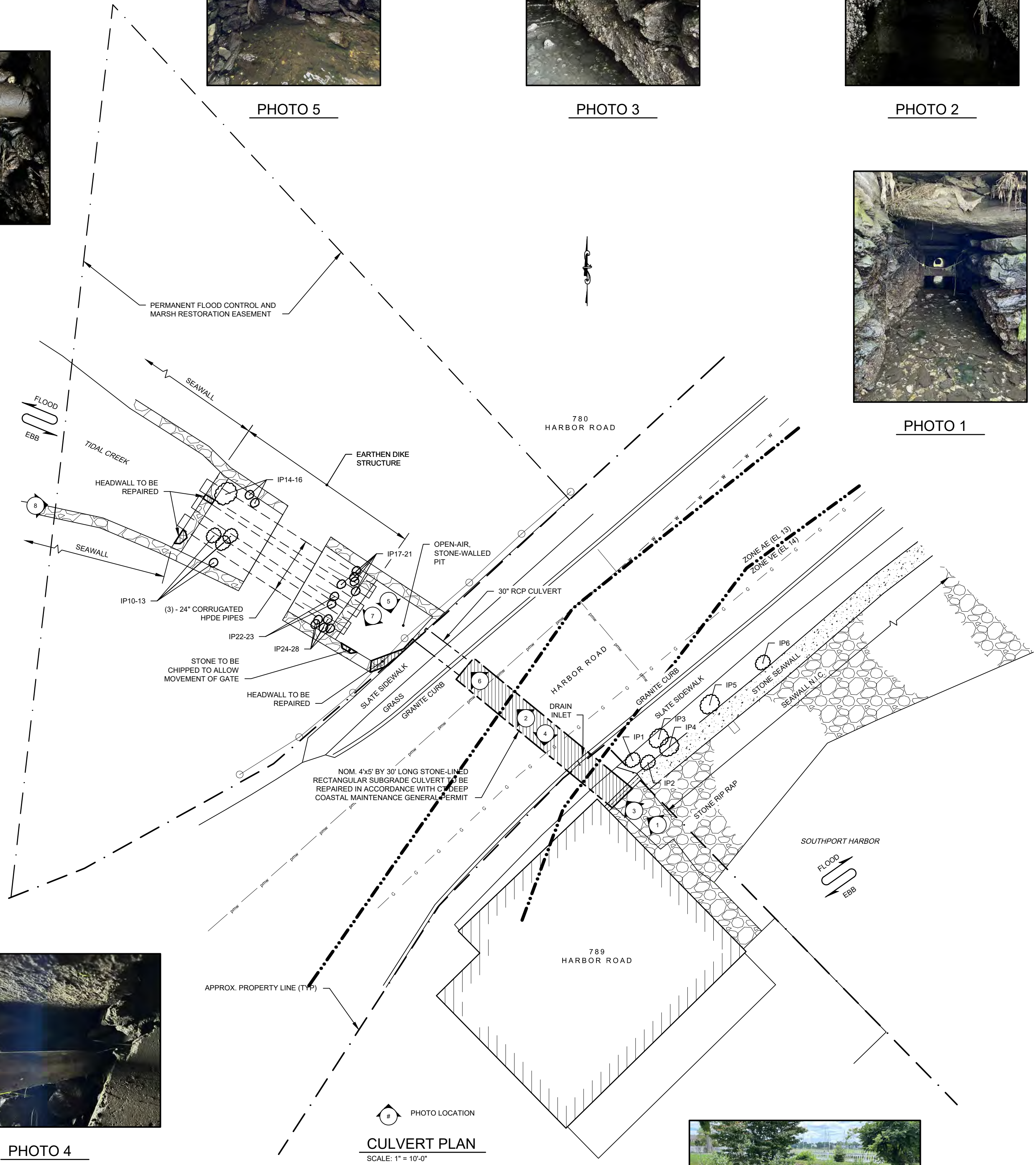
PHOTO 3



PHOTO 2



PHOTO 7

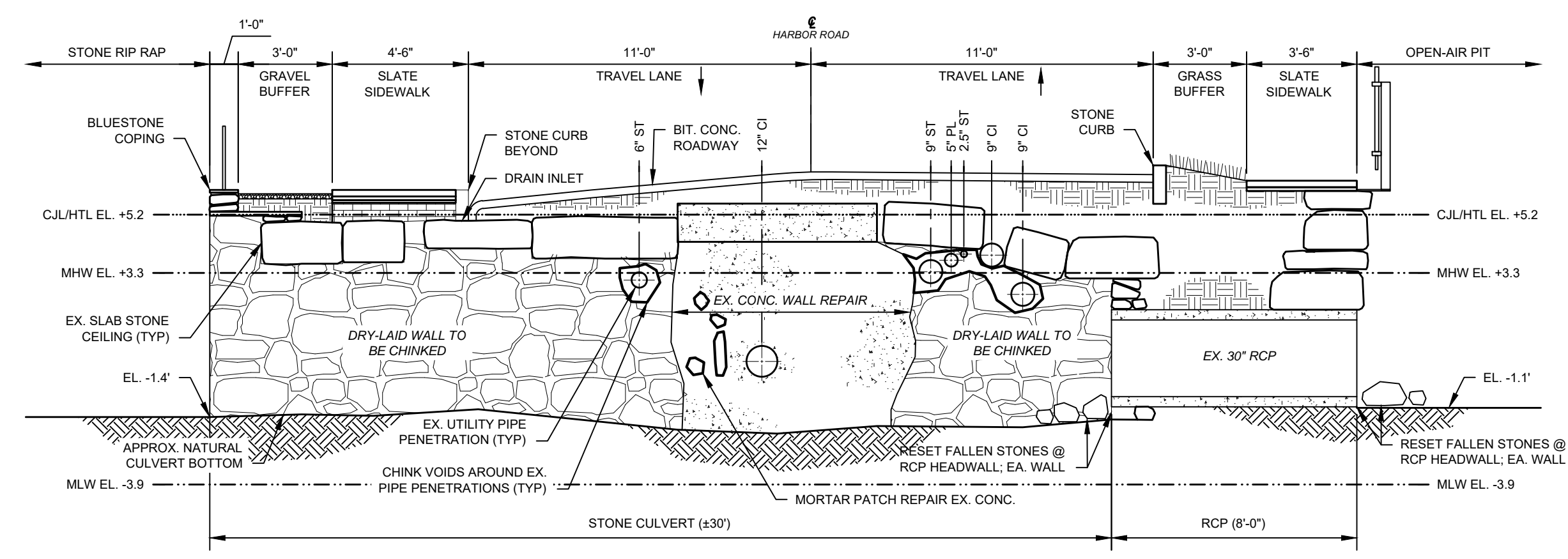


CULVERT PLAN
SCALE: 1" = 10'-0"

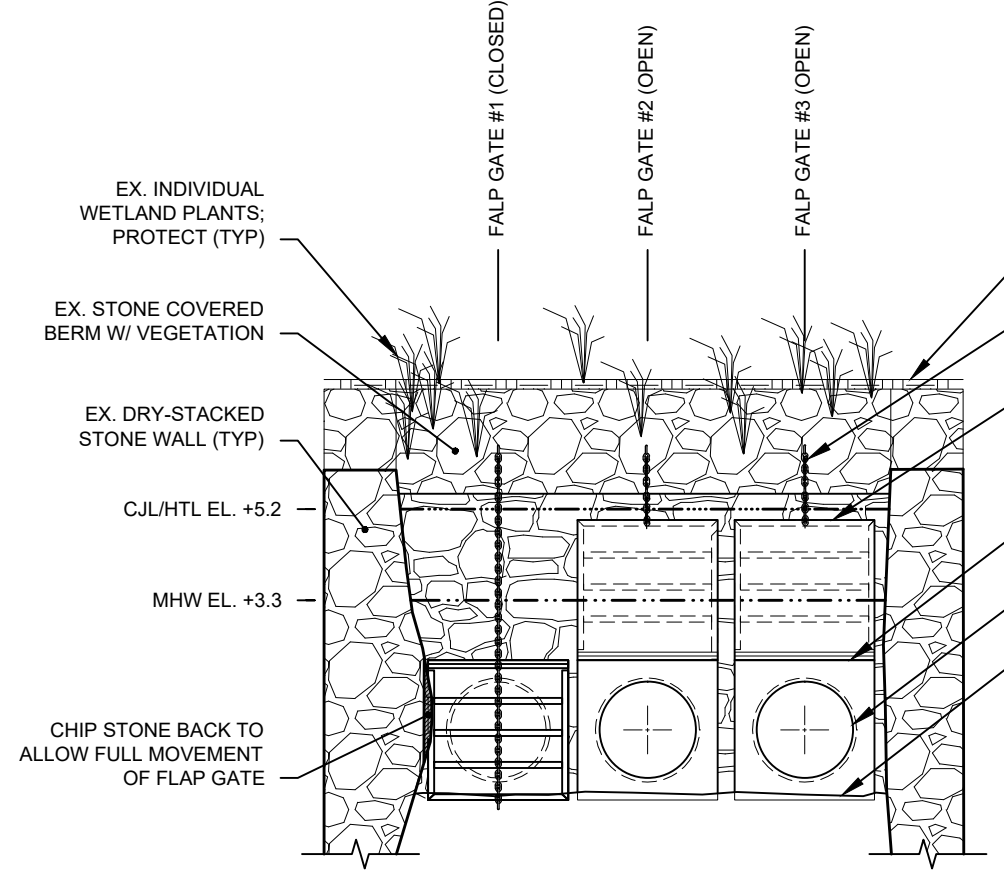


PHOTO 8

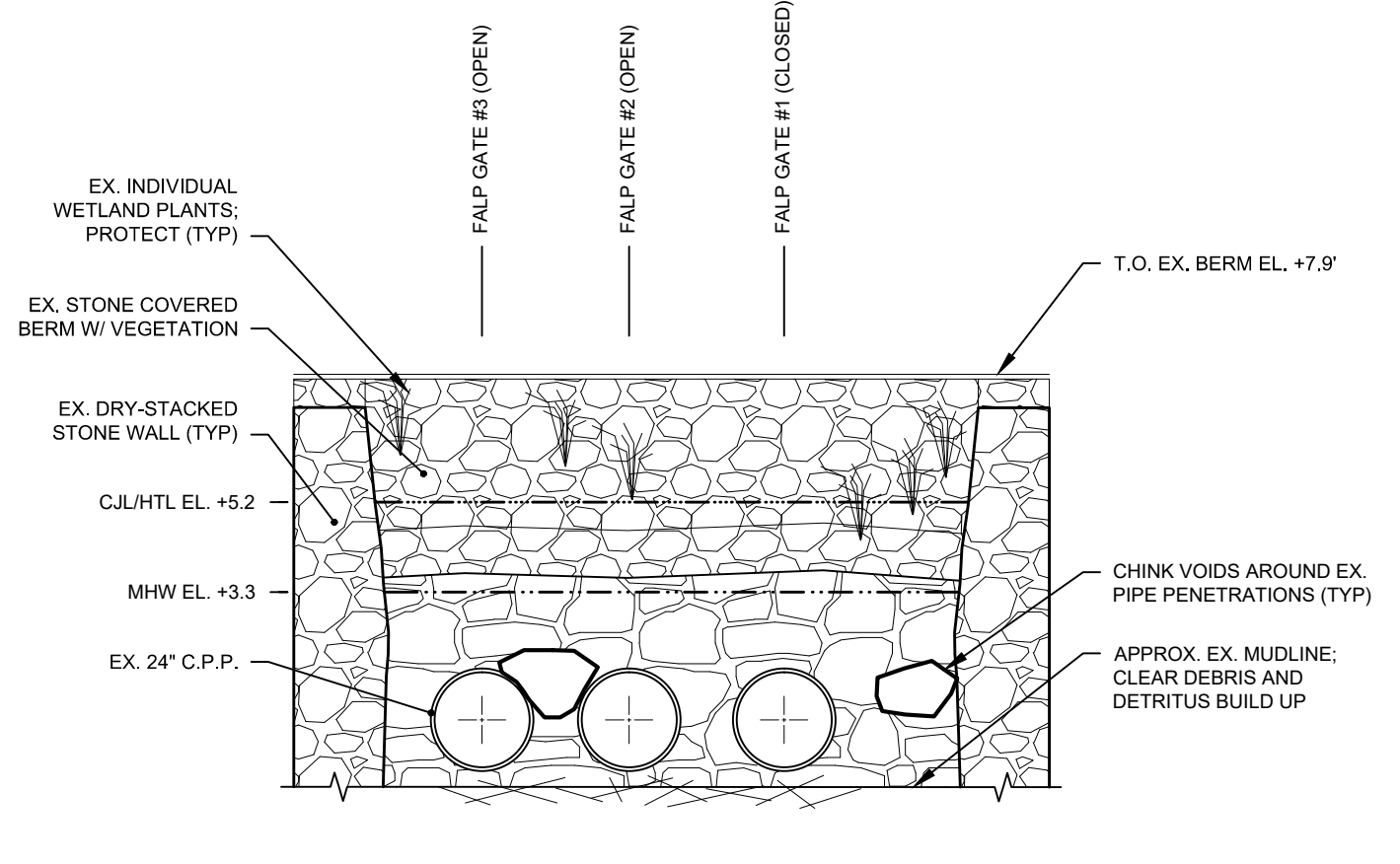
- PHOTOGRAPH DESCRIPTIONS:**
- CULVERT MOUTH ON HARBOR SIDE. NOTE NATURAL BOTTOM FLOOR, SLAB STONE CEILING, AND UTILITY PIPE PENETRATIONS IN BACKGROUND.
 - CI PIPE PENETRATION THROUGH EXISTING CONCRETE WALL AND CEILING REPAIR. NOTE SPALLED CONCRETE ON LEFT WALL.
 - WEST CULVERT WALL NEAR CULVERT MOUTH. NOTE VOIDS IN WALL FACE.
 - ST PIPE PENETRATION. NOTE VOIDS IN WALL AROUND PENETRATION.
 - HEADWALL AT UPSTREAM SIDE OF 30" RCP. NOTE MISSING/FALLEN STONES ON WALL FACE.
 - HEADWALL AT DOWNSTREAM SIDE OF 30" RCP. NOTE MISSING FALLEN STONES ON WALL FACE & BENEATH RCP INVERT.
 - TIDE FLAP GATE #1 INTERFERENCE W/ STONE RETAINING WALL.
 - NORTHWEST FACE OF EARTHEN DIKE



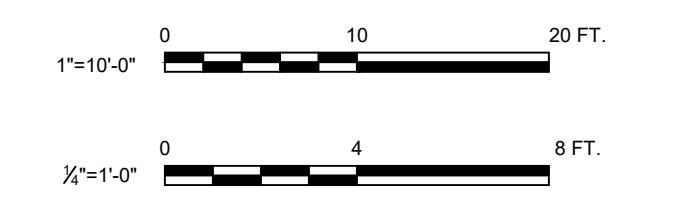
CULVERT WEST WALL ELEVATION
SCALE: 1/4" = 1'-0"



NORTHWEST FACE OF DIKE
SCALE: 1/4" = 1'-0"



SOUTHEAST FACE OF DIKE
SCALE: 1/4" = 1'-0"



PROJECT NOTES

- CULVERT/STONE RETAINING WALL REPAIRS:**
- CONTRACTOR SHALL APPLY FOR & SECURE STREET/RIGHT OF WAY OPENING PERMIT FROM TOWN OF FAIRFIELD ENGINEERING DEPARTMENT, PRIOR TO CONSTRUCTION ACTIVITIES. FEES FOR PERMIT WILL BE WAVE.
 - ALL REPAIR WORK TO BE CONDUCTED IN ACCORDANCE WITH THE CONDITIONS OF THE CT DEEP COASTAL MAINTENANCE GENERAL PERMIT & USACE CT GENERAL PERMIT.
 - CLEANING AND CULVERT REPAIR WORK SHALL BE PERFORMED BY SKILLED MASONS WITH A MINIMUM OF FIVE YEARS' EXPERIENCE RESTORING HISTORIC MASONRY STRUCTURES.
 - POWER WASH AND CLEAN STONE MASONRY FACES PRIOR TO RE-POINTING TO REMOVE MARINE GROWTH, ORGANIC MATTER, AND OTHER DETRITUS. UTILIZE A BRUSH TO REMOVE MATTER IN AREAS OF EXTENSIVE GROWTH. WATER FOR POWER WASHING SHALL BE CLEAN AND POTABLE.
 - STONES WHICH HAVE BECOME LOOSE, DISPLACED, OR FALLEN SHALL BE RESET INTO THE FACE OF THE CULVERT WALLS.
 - VOIDS IN THE FACE OF THE WALL FACE SHALL BE CHINKED WITH SMALLER CHINKING STONES. DRIVE CHINKING STONES INTO THE JOINTS OF LARGER WALL STONES USING A MALLET SO THAT THE WALL IS PACKED TIGHT. CHINK ALL VOIDS WHICH ARE GENERALLY LARGER THAN 6-IN BY 6-IN.
 - CHINKING STONES SHALL BE HARD, ANGULAR, DURABLE ROCK WITHOUT OPEN FRACTURES, FOLIATION OR OTHER PLANES OF WEAKNESS. NEW STONE SOURCED BY THE CONTRACTOR.
 - MISSING OR DAMAGED STONE SHALL BE REPLACED WITH NEW STONES. NEW STONES SHALL BE PLACED SUCH THAT THE NATURAL STRATIFICATION IS PARALLEL TO THE BEDDING PLANE. LOOSE STONE SHALL BE CAREFULLY REMOVED, CLEANED, AND RESET IN THEIR ORIGINAL POSITION.
 - REVIEW EXTENTS OF WALL REPAIR WITH OWNER PRIOR TO CONSTRUCTION.
- MORTAR:**
- MORTAR SHALL BE TYPE "M", EITHER PRE-BLENDED OR PRE-PACKAGED MATERIAL MEETING THE FOLLOWING REQUIREMENTS:
 - ASTM C1714 - STANDARD SPECIFICATION FOR PRE-BLENDED DRY MORTAR MIX FOR UNIT MASONRY;
 - ASTM C387 - STANDARD SPECIFICATION FOR PACKAGED, DRY COMBINED MATERIALS FOR MORTAR AND CONCRETE; OR
 - BE COMPOSED OF 1 PART PORTLAND CEMENT AND 2 PARTS, BY VOLUME, OF SURFACE DRY FINE AGGREGATE BLENDED ON SITE HYDRATED LIME, IN AN AMOUNT NOT TO EXCEED 4 LB. OF LIME TO EACH BAG OF CEMENT, MAY BE ADDED WHEN THE MATERIAL IS BLENDED ON SITE AT THE OPTION OF THE ENGINEER. CEMENT AND HYDRATED LIME SHALL MEET THE FOLLOWING REQUIREMENTS:
 - PORTLAND CEMENT, TYPE I, II, OR IS, AND WATER SHALL BE POTABLE.
 - HYDRATED LIME SHALL MEET THE REQUIREMENTS OF ASTM C206.
 - WHEN MORTAR IS MIXED ON THE PROJECT SITE, FINE AGGREGATE SHALL CONFORM TO GRADING A OR B AS INDICATED IN THE TABLE OF GRADATION, FINE AGGREGATE FOR MORTAR, PER SECTION M 11.04 OF CT DOT FORM 918; FOR LAYING STONE, PRECAST UNITS, OR FOR SHOTCRETE, FINE AGGREGATE SHALL CONFORM TO GRADING A. FOR POINTING STONE OR THE PRECAST UNITS AND FOR LAYING BRICK OR SEALING PIPE JOINTS, THE FINE AGGREGATE SHALL CONFORM TO GRADING B.
 - MORTAR SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5,500 PSI, WHEN TESTED IN ACCORDANCE WITH ASTM C109.
 - TO REDUCE THE WASHOUT OF CEMENT AND FINE AGGREGATES, MORTAR SUBJECT TO TIDAL INUNDATION DURING CURING PERIOD, SHALL BE SUPPLEMENTED WITH AN ANTI-WASHOUT ADMIXTURE MEETING THE REQUIREMENTS OF ASTM C494, TYPE S.
 - USE OF MORTAR SHALL NOT BE DONE WHEN THE AMBIENT TEMPERATURE IS 40 DEGREES OR BELOW, NOR WHEN THE STONE CONTAINS FROST.

General Permit for Coastal Maintenance
DEEP-OLISP-GP-2015-02

Issuance Date: October 26, 2015
Expiration Date: October 26, 2035

State of Water Protection and Land Bank
Office of Long-Term Beach Program
603-634-3034

REV	DATE	DESCRIPTION
ISSUED FOR BID NOT FOR CONSTRUCTION		
RACE COASTAL ENGINEERING		
611 Access Road Stratford, CT 06615 Tel.: 203-377-0663 racecoastal.com		
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Project PERRY'S GREEN BULKHEAD REPAIR 701 HARBOR ROAD SOUTHPORT, CT 06890		
Drawing HARBOR ROAD CULVERT & DIKE REPAIRS		
Designed SCS	Drawn MM	Checked DJS
Job No. 2022070	Date 09/26/2023	Drawing No. 13 of 13

BID #2024-41 DESC: Perry's Green Bulkhead Repair DATE: 16th November 2023		Town of Fairfield Results Summary				
		Blakeslee Arpaia Chapman, Inc. Branford, CT	Loureiro Contractors, Inc. Plainville, CT	New England Road, Inc. Clinton, CT	Priority Landscaping LLC Brookfield, CT	Terry Contracting & Materials Inc. Riverhead, NY
<u>BASE BID SCHEDULE:</u>						
1	Mobilization / Demobilization	\$37,800.00	\$150,000.00	\$350,000.00	\$75,000.00	\$54,773.00
2	Obtain Building Permit (Excluding Permit Fee)	\$5,900.00	\$7,500.00	\$1,500.00	\$5,000.00	\$564.00
3	Furnish & Install Temporary Controls	\$47,000.00	\$65,000.00	\$9,695.00	\$356,000.00	\$20,722.00
4	Selective Demolition & Disposal	\$137,000.00	\$70,000.00	\$75,332.00	\$70,000.00	\$96,479.00
5	Furnish & Install Timber Piles	\$102,765.00	\$375,000.00	\$333,810.00	\$330,000.00	\$66,187.00
6	Furnish & Install Timber Wales	\$212,476.00	\$325,000.00	\$327,180.00	\$65,000.00	\$155,115.00
7	Furnish & Install Timber Sheet Piling	\$312,338.00	\$325,000.00	\$132,020.00	\$100,000.00	\$262,945.00
8	Furnish & Install Crushed Stone In-Fill	\$28,628.00	\$30,000.00	\$18,600.00	\$30,000.00	\$26,219.00
9	Furnish & Install Steel Tie-Rods	\$274,988.00	\$170,000.00	\$91,980.00	\$50,500.00	\$76,985.00
10	Furnish & Install Concrete Deadmans	\$125,810.00	\$150,000.00	\$152,560.00	\$80,000.00	\$85,732.00
11	Furnish & Install Landscape Wall	\$7,560.00	\$15,000.00	\$7,880.00	\$10,000.00	\$5,418.00
12	Furnish & Install Ladders	\$23,850.00	\$24,000.00	\$17,290.00	\$6,000.00	\$17,045.00
13	Furnish & Install Cleats	\$5,880.00	\$4,800.00	\$8,500.00	\$6,000.00	\$7,048.00
14	Furnish & Install Outfall Extension	\$14,900.00	\$20,000.00	\$10,840.00	\$10,000.00	\$9,984.00
15	Furnish & Install Dry-Laid Stone Seawall	\$226,695.00	\$174,960.00	\$69,650.00	\$60,000.00	\$301,191.00
16	Furnish & Install Dry-Laid Stone Wall (Wetland Recipient Area)	\$325,800.00	\$40,000.00	\$51,940.00	\$15,000.00	\$51,329.00
17	Furnish & Install Concrete Coping	\$36,654.00	\$30,000.00	\$43,970.00	\$30,000.00	\$52,380.00
18	Furnish & Install Wetland Recipient Area	\$6,710.00	\$10,000.00	\$9,580.00	\$25,000.00	\$11,684.00
19	Chink Existing Stone Wall	\$5,928.00	\$5,000.00	\$5,500.00	\$20,000.00	\$9,610.00
<u>TOTAL BASE BID: CONTRACT ITEMS NOS. 1 TO 19</u>		\$1,938,682.00	\$1,991,260.00	\$1,717,827.00	\$1,343,500.00	\$1,311,410.00
<u>ALTERNATE BID SCHEDULE:</u>						
ADD-1	Repairs to Harbor Road Culvert & Dike (Lump Sum)	\$140,765.00	\$51,000.00	\$30,000.00	\$75,000.00	\$36,000.00
<u>UNIT PRICES:</u>						
U-1	Furnish & Install Timber Piles (EA)	\$1,500.00	\$7,900.00	\$3,000.00	\$6,500.00	\$1,298.00
U-2	Furnish & Install Crushed Stone (CY)	\$260.00	\$175.00	\$100.00	\$75.00	\$131.00
U-3	Furnish & Install Steel Tie-Rod (EA)	\$5,600.00	\$3,700.00	\$1,600.00	\$1,000.00	\$1,571.00
Bid Bond		Yes	Yes	Yes	Yes	Yes



Date: 21-Dec-2022

Town of Fairfield
 611 Old Post Rd, Fairfield, CT 06824
 Attn: Ross Murray
 Ph: 203.256.3110

Preliminary Quote: Pricing Pursuant to CT State Contract #: 19PSX0006

Director of Business Development	Job	Payment Terms	Project Timeline	
Andy Lee	Conversion of Assessor Files	Per SOW	TBD	

Estimated Qty.	Description	Unit Price	Total Price
175,000	Document Scan (Standard) - Capture Images at 300 DPI, Auto-Color Detect Assumptions: - Volume Estimate: 4 years worth of (duplex) property cards + 1 year of street cards. 25K parcels indexed against 100 maps/year. Also 25k street cards. - Material (Type & Size): Mostly 8.5"x11" Standard Copy Paper - Shape of Originals: Normal/Good (Normal Aging, No Sign of Water Damage or Fragile Pages) *Out of scope document condition to be quoted separate as identified.	\$0.065 Per Image	\$11,375.00
	Document Scan (Wide-Format) - Capture Images at 300 DPI, Auto-Color Detect Assumptions: - Material (Type & Size): N/A - Shape of Originals: N/A *Out of scope document condition to be quoted separate as identified.	\$0.95 Per Image	\$0.00
135	Document Prep - Documents will be Prepared for Capture According to Customer Requirements Assumptions: - Required Prep/Prep Level: Medium (Average Prep Rate of 1300 Pages Per Hour) *Out of scope document prep to be quoted separate as identified	\$26.50 Per Hour	\$3,577.50
-	Document Re-Prep/Reassembly - Re-Prep/Reassembly of Originals (Options include:Return to Box, Return to Folder, Partial Rebind, Full Rebind) Assumptions: - Re-Prep Requirements: Return to Box *Re-Prep outside of return to box to be quoted separate	\$26.50 Per Hour	\$0.00
2,500	Document Indexing - Index Fields: Map Group, Year Assumptions: - Average Number of Images per File: 100 - Estimated Number of Total Files to Index: 1,250 - Number of Index Fields per File: 2 - Estimated Total Number of Index Fields: 2,500	\$0.10 Per Field	\$250.00
N/A	Document Classification - Document Identification/Classification: Assumptions: - Number of Documents/Classifications: - Total Number of employee files requiring document classification:	\$0.15 Per Document	\$0.00
175,000	Full-Text OCR - Searchable PDFs	\$0.003 Per Image	\$525.00
	Shipping/Transportation Assumptions: -Includes 1 pickup and 1 return of materials (or secure shredding post-engagement). Multiple pickups could be subject to additional cost.	\$200.00 Per Pickup	Included
8	Packaging/Logistical Support - Document packing services from open shelf/file cabinets into boxes in preparation for transportation - Box supplies available at \$3.00 per box upon request (standard boxes) Assumptions: -Easy access to exterior doors for packing crew. Elevator where applicable.	\$35.00 Per Hour	\$280.00
TBD	Destruction Services - Secure destruction of paper or image assets	\$0.003 Per Image	\$0.00
Included	Project Setup - Initial Development & Deployment of Project- Single Location Assumptions: Standard setup for conversion of Tax Street & Property cards * Multi location project setup to be quoted separate		Included
Included	Temporary Storage of Originals - Storage of Scanned Documents is Included Up to 30 Days After Completion. - Storage requirements after 30 days will be charged \$.45 per cubic foot per month thereafter.	-	Included
Included	Quality Assurance/AI Validation - Scanned Documents will be uploaded into the easy.forward™ workflow and routed for QA and AI Validation Assumptions: - Standard QA & Validation Included	-	Included
Included	Image Transfer & Integration - Digital File and Data Delivery via SFTP Assumptions: - Standard delivery via SFTP - Integration into Vision Government Solutions, Laserfiche, or other 3rd party application to be quoted separately *Third Party API integration available on request. Separate API SOW provided upon proper technical scoping.	-	Included
Included	Project Management - Project management, including process, operations, production, and technical teams to support the project and ensure quality of solutions.	-	Included
Included	Account Management - Dedicated account management team to work with client throughout the project - Provide regular updates, status reporting and ensure client satisfaction. - Semi-Annual customer business reviews available per request.	-	Included
	Estimated Cost		\$16,007.50

This proposal is intended to provide an estimate quotation for the services named based upon the clients' provided requirements, and the assumptions listed. Quotes are valid for 90 days. A full Statement of Work (SOW) will be developed upon acceptance of this estimated quotation. Out of Scope deliverables identified during the project will be separated and scoped for our customers via a separate amended Statement of Work (SOW) for mutual acceptance. Billing frequency and all other terms and conditions will be included in the SOW and agreed upon by both parties prior to execution.



TRANSFORM YOUR WAY

Digitizing, Organizing and
Optimizing Data for:



Fairfield CONNECTICUT

Town of Fairfield
Ross Murray

Prepared By:

Andy Lee - Director of Business Development

860.533.4381

12.29.22





Introduction

Scan-Optics Document Imaging Services is used by State agencies, political subdivisions, municipalities, non-profits and the private sector. This involves services for the conversion of paper records, as well as an overall migration into a digital environment for all document and data processing. These objectives support digital initiatives and will help free up valuable real estate space, and resources, while also allowing our clients to serve the needs of its staff and clients more efficiently.

Services to be Provided:

Our process begins with an initial kickoff meeting to confirm all services and solutions **Town of Fairfield** has outlined. The project and solutions we will perform start with gathering all files from the defined location. The documents will be transported to our facility in Manchester CT. Scan-Optics will then perform the necessary preparation to ready the documents for image capture. Upon completion of Image Capture the digital images will be sent to our internal keying personnel for indexing and coding. The completed files will be split into separate, searchable pdfs and provided to **Town of Fairfield** directly via SFTP or other agreed upon delivery-method. Scan-Optics will house the paper documents allowing **Town of Fairfield** sufficient time to review all digital documents. All services will be completed in a mutually agreed upon timeframe.

Scan-Optics provides intelligent data management solutions and managed captured services, utilizing our **easy.forward™** platform, which enables the capture, classification, storage, and retrieval of documents. Our services include document scanning, document management, business process outsourcing, and professional services. The following outlines some of our core competencies and differentiators:

Core Competencies:

- **Scanning of business size files, historical and large format documents, and photographs utilizing highspeed capture**
- **Media extraction and conversion**
- **X-ray conversion**
- **Microfiche and microfilm conversion**
- **Digital conversion and archiving**
- **Business process outsourcing**
- **Mailroom automation/digital mailroom**
- **Indexing, metadata entry performed by onsite staff**
- **Document management configuration and population**
- **Climate controlled physical storage**
- **Document destruction**
- **Professional services, packing and logistics**



Schedule, Delivery, Specifications and Data Security:

- **Scheduled start date: TBD**
- **Project completion date: TBD**
- **All Documents will be indexed by:**
- **All Data security measures will be consistent with customer requirements:**
 - We adhere to PoLP practices of restricting access rights for users and accounts to only those resources absolutely required to perform the authorized activities.
 - We identify and classify sensitive data.
 - We implement physical controls.
 - We encrypt data at rest.
 - We implement network segregation.
 - We implement change management and audit tracking.
 - We enable MFA and implement conditional access policies.

Differentiators:

- Our **easy.forward™** platform incorporates proprietary OCR/OMR/ICR technology to capture images and a variety of inputs, transforming the information into actionable data to support our client's digital transformation initiatives.
- Through a combination of people, process, and technology, we provide client-centric services, with all services and resources contained in-house, and our solutions built and tailored to the individual needs of our clients. This means that no aspect of our process, or your solution, is sourced to outside vendors.
- We have been proudly serving the State of Connecticut for 50 years in the data capture industry. Not only do we provide intelligent capture services, but we also manufacture the highspeed scanners utilized in our operation. Our scanning systems are capable of scanning up to 600 images per minute (300 pages per minute) and up to 600dpi.
 - Our equipment is capable of handling multiple types of paper, from modern machine print to historical documents.
- We utilize our software developers and IT professionals to securely digitize all your documents and to successfully extract and integrate the data into your everyday business systems.
 - Our software developers customize all document processing on our **easy.forward™** platform to fit our client's unique requirements.
 - Our IT professionals will provide expertise and consultative services, including customized



application interfaces (API's), network and security protocols, and workflow analysis.

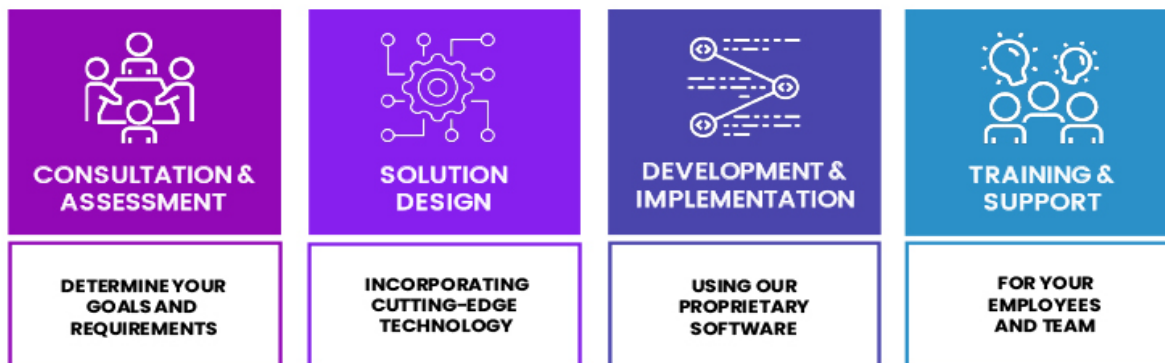
- Our logistics department is able to organize, pack, and inventory client's records. Using unique barcodes, our inventory system, and chain-of-custody software tracks every box throughout the entire process, from receipt to final disposition. This system also allows us to respond same-day to a client's request for documents while in our custody.
- Our secure, 31,000 square-foot facility is located in Manchester, CT, enabling us to safely store and handle client's documents throughout the digitization process.
- Security and confidentiality are our highest priority, and we employ industry-leading compliance and certification standards, along with disaster recovery/disaster avoidance practices.
- Scan-Optics has a global presence, with our US headquarters located in Manchester, CT and our international headquarters located in London England.

What We Do



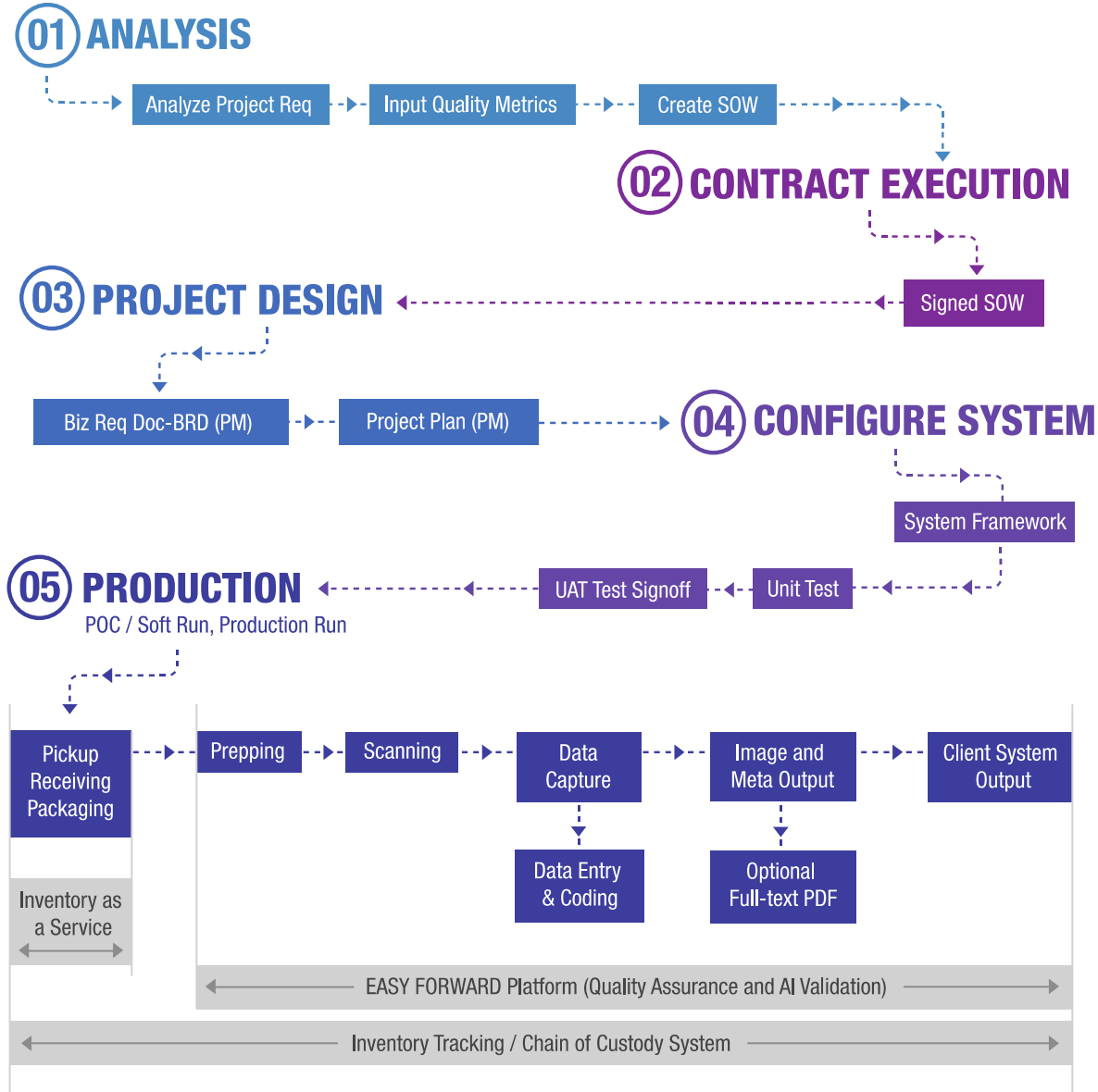
How We Do It

Our professional services team consists of experts in the latest developments in digital transformation and intelligent scanning.





The Process



Company Security & Certifications



Secured Facility



Criminal Justice Information
Site Certification



HIPAA
Compliant



Current State of
Connecticut Contract

SOC 2 Compliant



Case Study

City of Springfield Police Department
130 Pearl St., Springfield, MA 01105

Contact: Lisa Willis, Procurement Director
Email: LWillis@springfieldpolice.net

Description of Service Provided:

Time Period of Engagement: March 1st, 2020 – Active

Approximate Volume: ~4.5-5mm images

Project Cost: \$300K+

Application: Case Files, Academy, Internal Investigations, FID licensing, etc.

Time Constraints: Records accessed and pulled daily, requiring minimal out-of-office time

Digital File Delivery: Transfer of Data & Images electronically via SFTP

Project & Solution: Springfield PD was looking to improve accessibility of files via digital conversion to accommodate remote employees who cannot access filing cabinets, while also preserving documents and freeing up valuable office space.

Because arrest records are critical to daily procedure and require access at-all-times, Scan-Optics implemented a cadence for picking up boxes on an ongoing basis. Scan-Optics also guaranteed a 24-hour window during which any file requested would be scanned and returned electronically same-day to the requesting officer(s).

The records were an average of 1-2 pages per document, each requiring up to 13 Index fields. Many of the arrest records and reference cards were handwritten, so the Scan-Optics' data-entry clerks performed double-pass, blind keying to ensure accuracy.

All digital files have since been ingested into a Content Management System, and formerly manual processes have been turned automatic. Previous file-pulls that required an individual to walk the building to locate file folders now have instant access to files with mere keystrokes and mouse clicks.



Additional References

Town of Glastonbury (CT)

Active project converting files from all departments within town hall, including Building/Land Use, HR, Tax Assessor, Public Works, Vital Records, etc. Project has included digitization of paper files, scanning, keying metadata, storage, and ingestion of digital files into document management system. Impetus for digital transformation surrounding preservation of records, disaster recovery security, and expedited document retrieval with administrator controls.

Contact: Bobby Ashton, IT Manager

Email: bobby.ashton@glastonburyct.gov

CT Department of Emergency Services & Public Protection (DESPP)

Active project converting north of 5.4mm paper files to digital format. Digital files to be ingested into the State's FileNet Content Management Platform and made searchable using criteria set forth by the agency.

Contact: Sgt. Adam Garcia

Email: ct.sor.ledirect@ct.gov

Hartford Public Schools

Converted a total of 6.3mm pages for all departments including Student Records, Finance, Legal, Special Education and HR. Digital transformation was required in preparation for a real estate-move while also reducing carbon footprint left by housing hundreds of filing cabinets. Full conversion completed in under 4 months.

Contact: Thenoa Davis-Googe, Chief Operating Officer

Email: sherri.davisgooge@hartfordschools.org

Travelers

Digital conversion of 2.4mm images converted from Microfilm. All microfilm tapes were converted on location in St. Paul, MN facility, and indexed at Scan-Optics' HQ in Manchester, CT. Scan-Optics shipped 2 microfilm conversion machines to St. Paul where our technicians completed the job in under 2 months.

Contact: Ken Kupec, VP Document Management

Email : kupec@travelers.com



CT Department of Administrative Services (DAS)

State of Connecticut had a requirement to digitize over 28,000 personnel files, totaling over 13mm images. DAS was looking to modernize its HR system by automating numerous processes and onboarding PeopleDoc, a UKG product. In addition to consolidating HR processes, they also sought to create additional space in their facilities and provide employees with remote access to files and data. Scan-Optics completed this project in under 7 months.

Contact: Nicholas Hermes, Chief Human Resources Officer

Email: Nicholas.hermes@ct.gov

Urban Aid Grant from CT DEEP

100% Grant= \$2.5 based on State award. Part of Rooster River master Plan.

This entire grant project can be divided into components: supplementing Detention Areas costs, some Villa Ave/Algonquin open space parcel improvements, Sediment Removal in section of Rooster River and select implementation of Green infrastructure- near Woodside Circle, if funding permits.

1. BACKGROUND – Rep. Cristin McCarthy Vahey was able to secure a state grant for Rooster River Flood mitigation for an amount of \$ 2.5 Million. Engineering filed application and worked with CT DEEP on scope of work- see attached agreement.
2. PURPOSE AND JUSTIFICATION – The purpose of this project is to mitigate or reduce flooding potential in the Rooster River watershed. This project will help reduce flooding potential by implementing various improvements to reduce peak runoff, detain waterflows, increase storage/conveyance capacity within the Rooster River channel and provide environmental benefits and improve water quality. Over 3000 people in Fairfield and Bridgeport suffered damage due to recent flood events. Reference: public meeting documents from October 2023.
3. DETAILED DESCRIPTION OF PROPOSAL – See scope of services included in the back up documentation.
4. RELIABILITY OF COST ESTIMATE - The grant amount is fixed at \$ 2.5 Million. Any overages are the responsibility of the Town and requests for further funding would be required. The Town may also apply for additional funding through the State but is NOT guaranteed. The grant amount is to supplement or reduce Town share for the overall project. 100% reimbursable of eligible costs.
5. INCREASED EFFICIENCY AND PRODUCTIVITY - This project is expected to provide some flood protection for residents, businesses along Rooster River. Some areas will experience significant improvements and others moderate improvements.
6. ADDITIONAL LONG RANGE COSTS – Typical Maintenance cost of detention areas, parks and open spaces and drainage structures. Note that Daily maintenance for Fairchild Wheeler Golf Course will be bourn by City of Brdgeport. Other Long term maintenance costs (approximately 20 -30 years out)will be split 50-50. For Tunxis Hill detention area- generaremoving sediments from outfalls and cleaning catch basins. Typically Pipes have service life of over 40 plus years.

7. ADDITIONAL USE OR DEMAND -general maintenance. See # 6.

8. ALTERNATIVES– Besides doing nothing, another alternative is to build up dike which would have severe impacts on all adjacent properties. Flooding will most likely continue at a more frequent occurrence.

9. SAFETY AND LOSS CONTROL – Will help mitigate flooding issues in the Roster River watershed. Any structures will have periodic/annual inspections as required by permits.

10. ENVIRONMENTAL CONSIDERATION – Project components require Inland wetland, CT Department of Environmental Protection and US Army Corps of Engineers review and permits. Mitigation will be listed within permit approvals.

11. INSURANCE – Any Consultants and Contractors will meet Purchasing Department requirements for insurance as listed in request for proposals, contracts or bid documents.

12. FINANCING – This is 100% reimbursable grant and typically reimbursements are distributed electronically within 30 days of invoice submission. Approval for spending project costs is required but bonding appears to be unnecessary.

13. OTHER CONSIDERATIONS - Seek additional funding opportunities for other components of the Rooster River Master Plan. This may include Bridgeport cost share or additional future grants.

14. APPROVALS -

Board of Selectman	Jan /Feb 2024
Board of Finance	Feb/March 2024
RTM	Feb/March 2024

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #: P.S. 2024-011 P.O.
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CONTRACTOR	(3) CONTRACTOR NAME Town of Fairfield	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 725 Old Post Road, Fairfield, CT. 06824	CONTRACTOR FEIN/SSN 06-6009803

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Central Services, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 3 years	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of 5 pages numbered A-1 through A-5 inclusive.

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 1 page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$2,500,000.00.

(11) OBLIGATED AMOUNT
\$2,500,000.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$2,500,000	DEP43310	13019	41239	66099	DEPA00030203308	155005				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE Brenda L. Kupchick, First Selectwoman DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Katherine S. Dykes, Commissioner DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

STANDARD TERMS AND CONDITIONS (Rev.08/01/23)

1. Definitions:

- a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
 - g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
 - h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - i. Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - j. Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised, (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
 - k. Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
4. Termination
- a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

b. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

c. The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

f. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements, and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Tangible Personal Property.

a. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected.
4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6. Indemnification.

a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to

the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

e. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise, or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

9. Protection of Confidential Information.

a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c. The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and

the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

10. Executive Orders and Other Enactments.

a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

11. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

12. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

13. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

14. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

15. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

16. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.

18. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor

shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.

19. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.

20. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.

21. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

22. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.

23. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date, no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

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

25. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

26. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

27. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

28. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

29. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

APPENDIX A
SCOPE OF WORK

Purpose: To provide an Urban Act Grant pursuant to § 4-66 of the Connecticut General Statutes, which authorizes funding for this Urban Act Grant Program to the Town of Fairfield (“Contractor”) to reduce the impacts of flooding on the neighborhoods within the Rooster River watershed. The Project will be accomplished with the assistance of a subcontractor and in collaboration with the City of Bridgeport. The Project will take place in the following areas: Rooster River from Brooklawn Avenue to Kings Highway East/North Avenue, Stratfield Road, Woodside Circle, Lynnbrook Road, Villa Avenue, Algonquin Road, and Moody Ave. The Project will include work downstream of Kings Highway Br Rooster River and Rooster River tributary-Nordstrand to Villa Ave Culvert outlet if funding allows or if priorities change due to permits or schedules.

Description: The project (“Project”) referenced shall be titled: “Rooster River Flood Mitigation Project”

1. Deliverables: Following the execution of this Contract, the Contractor shall complete the following tasks as outlined in this Scope of Work.

- A. **Planning.** Within three (3) months of Contract execution, the Contractor shall prepare and submit to the Department of Energy and Environmental Protection (“DEEP”) for approval a work plan and schedule. The Contractor shall comply with the schedule approved by the DEEP.
- B. **Bid Development & Collaboration.** The Contractor shall develop and implement a competitive bidding process in accordance with Town and State procedures and requirements to select a subcontractor for performance of applicable tasks outlined in this Scope of Work. The Contractor shall collaborate with a partner, the City of Bridgeport, to accomplish the tasks outlined in this Scope of Work.
- C. **Detention Basin Work.** The Contractor shall utilize a subcontractor as identified in section 1.B. to perform tasks necessary to construct detention basin areas in the Rooster River watershed. As applicable, such necessary tasks shall include: excavation; fill; construction of concrete outlets with multistage weirs; construction of spillway; installation of loam and seed, wetland plantings, and periphery landscaping; mitigation efforts required by DEEP, the United States Army Corps of Engineers (USACE), or local inland wetland permits; and implementation of wetland restoration efforts, including netting, screen vegetation, drainage, soil, and sediment control.
- D. **Sediment Removal.** The Contractor shall remove accumulated sediment that reduces flow within Rooster River and its Tributaries. The Contractor shall conduct sampling and testing before and after excavation. The Contractor shall submit to DEEP the results of the sediment sampling and testing. The Contractor shall apply for and obtain the following permits necessary to conduct sediment removal as applicable: DEEP permits, USACE permits, Inland Wetland Permits, etc.
- E. **Green Infrastructure Implementation & Open Space Environmental Improvements.** For the purposes of water quality protection and erosion prevention, the Contractor shall, with DEEP approval, implement green infrastructure strategies in the Project area on

Commented [JV1]: Can we have more detail on these locations? Or is there a better way to state them? Unsure what Br abbreviation is in this context.

Stratfield Road and in the Woodside Circle neighborhood, including, but not limited to: Vegetative plantings, stabilization blankets, rip rap, repair of storm drain pipe and headwall, removal of invasive plants, excavation and fill where necessary, mobilization, transport of materials mitigation water quality, detention, multistage weir, removal of invasive vegetation, install proper plantings, wetland restoration and enhancement, walking trail, removal of drainage pipe, bypass piping, screening or fencing along two properties.

Commented [JV2]: This is where you mentioned the Fuss & O'Neil Report in your draft scope of work—Could you please let me know what exactly that report is?

F. **Public Meetings & Outreach.** Host at least one (1) public informational meeting open to the entire community to inform and update the public on the Project. The Contractor shall ensure that all notices for such public meeting(s) comply with all applicable local and State laws. The Contractor shall host public meeting(s) required to obtain all necessary permits.

2. **Budget:** This Urban Act Grant, in the total amount of \$2,500,000 was authorized in accordance with § 4-66c of the Connecticut General Statutes, and was allocated at the June 30, 2023, Bond Commission (Item #35). The Contractor shall adhere to the budget which is included in this Contract on Appendix B. Allowable costs under this grant shall include all necessary engineering services, bid costs, permitting fees, and other technical assistance necessary to accomplish the above deliverables, provided such costs are incurred after the execution of this Contract. Project costs in excess of the maximum payable amount under this Contract shall not be borne by the State.

3. **Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit to the State of Connecticut as follows: "Funding provided by the State of Connecticut Urban Act Grant administered by the Connecticut Department of Energy and Environmental Protection (DEEP)." The Contractor shall erect a permanent plaque or sign on the Project area acknowledging that said Project is a public recreational area and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection. The aesthetics of the said sign shall be determined by the Contractor.

4. **Publication of Materials:** The Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 6. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be emailed to:

Bureau of Central Services
Clean Water and Contract Administration
Financial Management Division
79 Elm Street
Hartford, CT 06106
DEEP.ContractAdmin@ct.gov

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice and submitted to:

Bureau of Central Services
Clean Water and Contract Administration
Financial Management Division
79 Elm Street
Hartford, CT 06106
DEEP.ContractAdmin@ct.gov

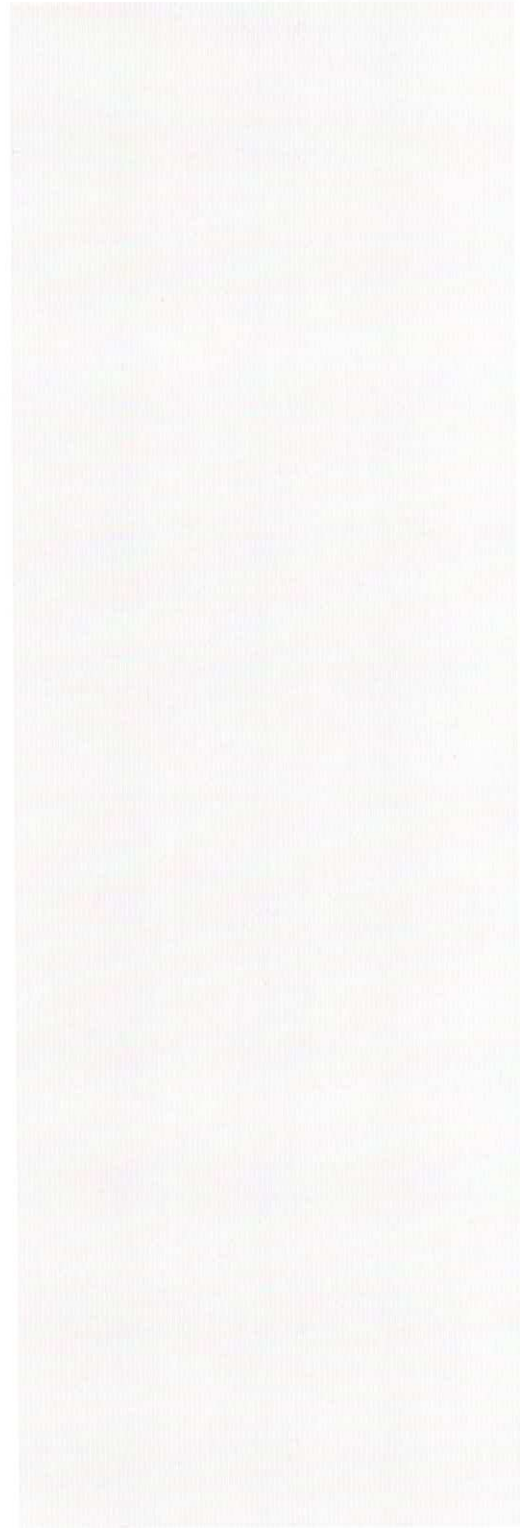
7. **Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. The execution of this Contract in no way constitutes the approval by the Agency or any other State Department of any permit needed by the Contractor to complete the Project as outlined above. The execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.
8. **Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to DEEP – Financial Management Division once every six months during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date, any challenges and explanation of how issues were resolved and the anticipated project completion date if different from the current Contract expiration date.
9. **Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:
 - a. revisions to the maximum Contract payment,
 - b. the total unit cost of service,
 - c. the contract's objectives, services, or plan,
 - d. completion of objectives or services, and
 - e. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

10. **Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to DEEP – Financial Management Division a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.
11. **Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to DEEP – Financial Management Division with supporting documentation sufficient to demonstrate expenditures identified in the Project

proposal.

DRAFT



APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is two million five hundred thousand dollars (\$2,500,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
- b. If no reimbursement request is submitted within a six-month period, the Contractor is required to submit a project status report. Said reports shall be required every six months during the time the Contract is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated Project completion date if different from the current contractual expiration date.
- c. The final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.
- d. The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection by a check payable to the "Treasurer – State of Connecticut" within 90 days of the Contract expiration date.

Department of Financial Services Project Billing Form
 (To be used when requesting reimbursement)
 STEAP – URBAN – SPECIAL GRANTS

- 1. Project Name:
- 2. Project Number: Contract No:
- 3. Name of Municipality:
- 4. Type of Request: Partial Final
- 5. Reimbursement Request #:
- 6. Period Covered:

Vendor	Invoice Number	Date	Amount	Purpose

Expenses: TOTAL: \$

Forced Account Labor (Municipal Forces) (For a grant requiring a matching component)	
In-Kind Donation (Materials) (For a grant requiring a matching component)	
In-Kind Donation (Labor) (For a grant requiring a matching component)	
Total Amount Eligible for Reimbursement	

Description of Materials and/or Labor Submitted for Reimbursement:

Certification: I certify that to the best of my knowledge and belief, the billed cost of disbursement are in accord with the terms of the personal service agreement/grant contract. I certify that an inspection of the site has been performed and that all of the work is in accord with the terms of the grant.

Municipal Agent

Date

State of Connecticut- Department of Energy and Environmental Protection

(6-month Progress Report)

Urban Act/STEAP/ARPA

Title of Project

Project Summary #1

Grantee/Contractor Name:

Project Name:

Contract No:

Project ID:

Contract Value:

Contract End Date:

Reporting Period: _____, 2023 through _____, 2024

Supporting Narrative – Progress on Planned Activities

1. A brief description of work completed to date and anticipated project completion date if different from the current Contract expiration date;

**Department of Financial Services: Final Grant Report
(Required prior to final payment)**

1. Project Name:
2. Contract Number:
3. DEEP Project Number:
4. Name of Grant Recipient:
5. Date of Contract (AG execution date):
6. Amount of Award:

Please respond to the following questions using up to three pages total. Your responses should focus specifically on the funded project or acquisition.

1. What happened: Referring to your original grant request, what were your major accomplishments? What impact did this grant have in your community? What is the one most significant story you can tell about the work funded by this grant?
2. What did you learn: What did you learn as a result of this grant? What were the unexpected obstacles or results, either positive or negative?
3. What happens next: What are your future plans for sustaining this program or project?
4. Project Effects: How did your project accomplish your goals or State goals, as specified in local or State planning documents (e.g., the SCORP, the Green Plan, municipal Plan of Conservation and Development, or municipal recreation or open space plans).
5. Accounting – Final Financial Report: Please include a final budget for the grant period, which shows how the grant funds were spent and how the matching funds were spent.
6. Feedback: Do you have any suggestions about how our grant process could better serve you?
7. Photos: Please provide us with at least three photographs of your completed project or acquisition. Please submit each photograph as a JPEG.

Final Reports are due to DEEP within 90 days of project completion or contract end date, whichever is sooner. Grant recipients must have a Final Report for all completed projects in order to be considered for future grant funding.

Reports can be submitted electronically to:
Bureau of Central Services
Clean Water and Contract Administration
Financial Management Division
79 Elm Street
Hartford, CT 06106
DEEP.ContractAdmin@ct.gov



**Racial Equity and Justice Task Force
Blueprint for the Town of Fairfield, CT**

January 6th, 2022

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1. MEMBERSHIP & ACKNOWLEDGEMENTS

RACIAL EQUITY and JUSTICE TASK FORCE

Co-Chairs

Nancy Lefkowitz (Selectwoman) (D)
Gina Ludlow (D)

Task Force Members

Steven Bogan (R)
Doug Bunnell (D)
Inni Dhingra (U)
Karen Lynch (U)
Sonja Narcisse (resigned) (R)
Alexandra Ocampo (resigned) (U)
Ryan Odinak (D) – recording secretary
Tameisha Powell-Dunmore (R)
Jason Sherrod (D)
Sandra Tallman (R)
Beverly Vanier (resigned) (D)

Ad Hoc/Community Members

Pertrina Cash, Matthew Danzer, Jamie Forbes, Donald Hyman, Dan Iacovella, Andrew McKinnis, Kathy Wiant

REJTF Membership

<https://www.fairfieldct.org/content/10736/12858/99189/99195.aspx>

ACKNOWLEDGMENTS

Lynnaja Brevard and the Fairfield Equity Coalition; Emma Kaye and the Sustainable Fairfield Task Force; Noah Hendler, Aimee Guerero; Rebecca Marsik; Gabrielle Guise; Keri Langerman and Jennifer Ellwood of Inclusive Parents; Fairfield Yabantu; Chief Robert Kalamaras, Detective Felix Esposito and the Fairfield Police Department; Ken Barone, Project Manager, Connecticut Racial Profiling Prohibition Project, on behalf of the Institute for Municipal and Regional Policy at Central Connecticut State University; Connecticut Conference of Municipalities; John Wynn, Strategic Planning Committee; Dr. Stephanie Morrison, Fairfield University, Greater Bridgeport NAACP

II. INTRODUCTION

“I want Fairfield to be a place where people of all backgrounds and cultures feel safe, valued, and heard.”

~ First Selectwoman Brenda L. Kupchick

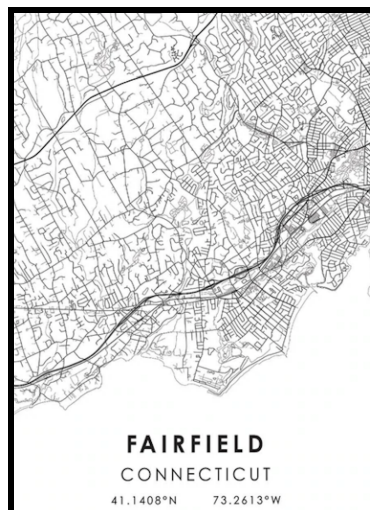
Fairfield Patch, May 24, 'Really Powerful': Fairfield Students Walk Out To Protest Racism
<https://patch.com/connecticut/fairfield/hundreds-fairfield-students-walk-out-protest-racism>

Fairfield is, for many residents, an idyllic place to call home. For some residents, however, life in Fairfield can include moments of alienation.

“The single biggest thing I was worried about in moving here was the lack of diversity and what that would mean. I have learned from being with my husband for over 25 years to keep my thoughts and feelings about race and racism wrapped up and to ourselves within our family. You keep your head down, you don't bring more attention to us than we already do as a bi-racial couple. But now I'm watching my teenage son navigate this town as a bi-racial youngster and I'm finding it much harder to ignore what I'm seeing, hearing, and experiencing.”

~ Betsy McNeil, Fairfield Resident*

*Excerpted from the Community Roundtable, June 2021
<https://www.youtube.com/watch?v=-NGdTd42cOs>



FAIRFIELD TOWN PROFILE

<https://s3-us-west-2.amazonaws.com/cerc-pdfs/2021/Fairfield.pdf>

THE FORMATION OF THE RACIAL EQUITY and JUSTICE TASK FORCE



<https://www.fox61.com/article/news/local/passionate-but-peaceful-protest-in-fairfield-draws-hundreds/520-c1fac342-5ef8-48a1-a6dc-aab7efe00875>

George Floyd's murder in the Summer of 2020 prompted Fairfield residents to engage in honest conversations about race, racism, and disenfranchisement. In demonstrations that drew **millions** in towns and cities across the country, including Fairfield, protesters called for a review of governing systems and operations through a framework of racial equity and justice.

On September 14th, 2020, First Selectwoman Brenda L. Kupchick formally created a Racial Equity and Justice Task Force (REJTF) to identify any race or ethnic inequalities and to propose the means to eliminate them.

REJTF Charge, Mission Statement & Scope of Work

<https://www.fairfieldct.org/content/10736/12858/99189/99193.aspx>

Two Co-Chairs were appointed to the Task Force on September 21st, 2020 and nine additional bi-partisan, multi-ethnic, multi-racial, volunteers were appointed on October 5th, 2020. All meetings conducted by the REJTF were held via Zoom and open to the public; these meetings were well attended by residents, some of whom were working on their own racial and justice initiatives.

REJTF Meeting Agendas & Minutes

<https://www.fairfieldct.org/content/10736/12858/99189/102034.aspx>

The REJTF agreed to adopt definitions of *race*, *racism*, *structural racism*, *equity* and *equality* (among others) from the Anti-Defamation League to ensure discussions were grounded in mutual understanding.

Anti-Defamation League

<https://www.adl.org/>

RESEARCH METHODS EMPLOYED BY THE REJTF

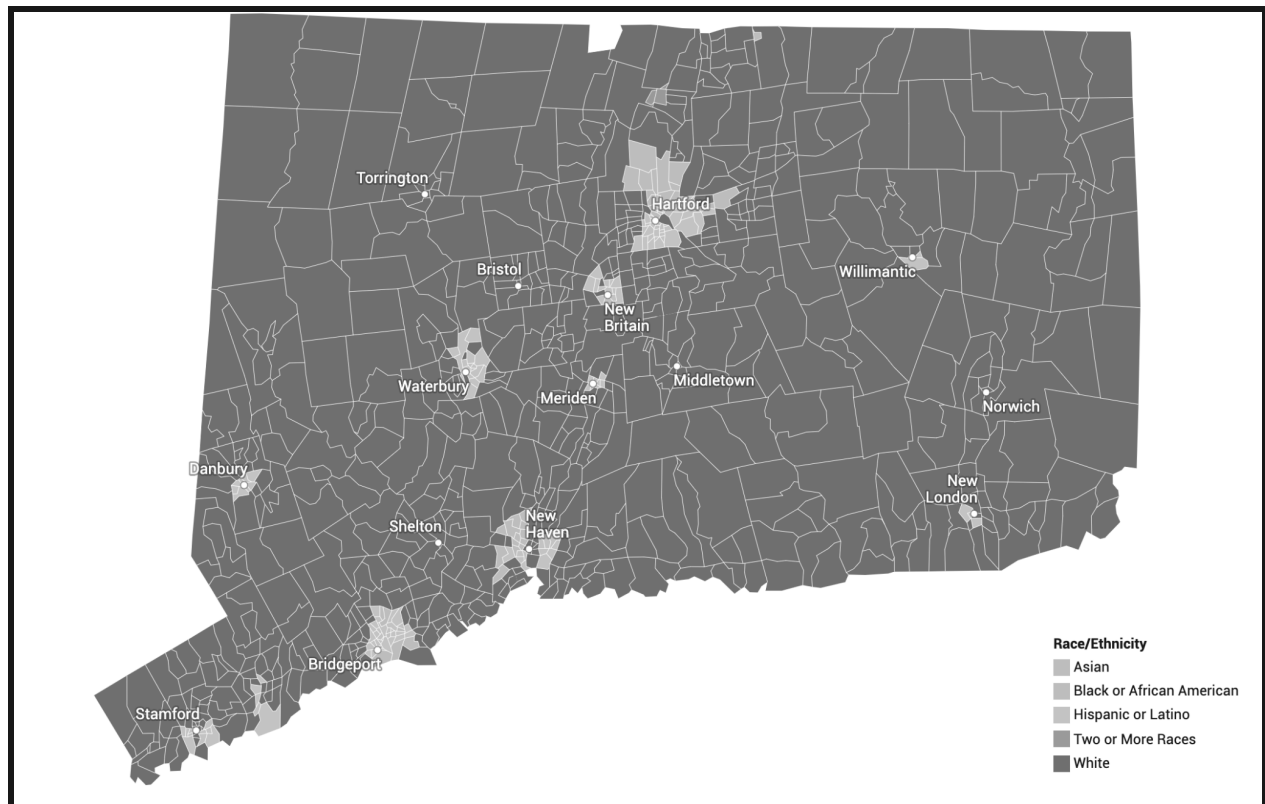
This blueprint is based on quantitative and qualitative data, researched and analyzed by the REJTF and other community members, and includes samples from the lived experiences of Fairfield residents. It is a comprehensive, data-driven, framework detailing several ways to improve Fairfield’s commitment to the fair and equitable treatment of town residents, employees and visitors and reflects best practices in both the public and private sectors.

Qualitative Research

The REJTF engaged in Deep Listening – particularly to representatives of the one in five residents in Fairfield who identify as something other than white – to better understand the lived experiences of this cohort within our community. According to data collected in the 2020 Census, the total population of Fairfield at 61,740, of which 84% are white, 7% are Latinx, 4% are Asian, 2% are Black and 3% are of another race or ethnicity.

Census, CT 2020 Data Hub

<https://www.ctdata.org/census-2020-data-hub>



Most Common Race or Ethnicity by Census Tract, CT Data Collaborative | 08/31/2021

Deep Listening Project

The REJTF conducted interviews and hosted a community conversation with key stakeholders, a cross-section of residents, community leaders, town employees, and Department Heads

Summary of Findings and Recommendations from the Deep Listening Project

https://www.fairfieldct.org/filestorage/10736/12858/99189/99191/blueprint_-_DEEP_LISTENING.pdf

- | | |
|--|---|
| ● Police Department | https://fpdct.com/ |
| ● Community & Economic Development | https://www.fairfieldct.org/ced |
| ● Fairfield Equity Coalition | https://www.fairfeldequitycoalition.org/ |
| ● Conect, Congregations Organized for a New CT | https://weconnect.org/ |
| ● Fairfield Museum and History Center | https://www.fairfieldhistory.org/ |
| ● Human and Social Services | https://www.fairfieldct.org/humanservices |
| ● Human Resources | https://www.fairfieldct.org/hr |
| ● Public Schools | https://www.fairfieldschools.org/ |
| ● Housing Authority | https://www.fairfieldct.org/housingauthority |
| ● Health Department | https://www.fairfieldct.org/health |

Community Conversation, June 2020

Per the Office of the First Selectwoman

<https://www.youtube.com/watch?v=PuOR1B5WMh8>

Community Roundtable, June 2021

<https://www.youtube.com/watch?v=-NGdTd42cOs>

Expert Presentations

Experts made presentations, provided insight and best practices from their own research and experience:

- Chief Robert Kalamaras, Detective Felix Esposito and the Fairfield Police Department
- Ken Barone, Project Manager, Connecticut Racial Profiling Prohibition Project
<https://www.youtube.com/watch?v=ehTwmRmDNaw>
- Richard J Porth, Special Projects Coordinator, CCM
<https://www.youtube.com/watch?v=st1zngb21wk>
- Sustainable Fairfield Task Force
https://www.fairfieldct.org/filestorage/79/98840/98842/100836/MINUTES_03-02-2021_Final.pdf
<https://sustainablefairfield.wordpress.com/2020/09/29/an-action-plan-for-a-sustainable-fairfield/>
- Fairfield Yabantu
<https://fairfielDYabantu.com/>
- Stop Asian Hate, presentation from Aimee Guerrero and Rosalie Hsu
https://www.youtube.com/watch?v=A-Ialv_eTds
- John Wynn, Strategic Planning Committee
https://www.fairfieldct.org/filestorage/79/98840/98842/100836/Minutes_05-20-2021_Final.pdf

- Lynnaija Breward, for the Fairfield Equity Coalition
<https://www.youtube.com/watch?v=XZ59i68yvxQ>
- Middle School Student Presentation
https://www.fairfieldct.org/filestorage/79/98840/98842/100836/Minutes_01-05-2021_FINAL.pdf
- Dr. Stephanie Morrison, Assistant Professor of Counselor Education, Fairfield University
[private counseling session for the REJTF](#)

Secondary Research

The REJTF benchmarked best practices for racial equity, reviewing previously gathered survey data, analyzing town charters throughout the State, and researching historical documents. The REJTF reviewed racial equity and justice plans from other towns, cities, businesses and schools throughout the country, with a focus on how they might be helpful in crafting a specific plan for the Town of Fairfield. *The Racial Equity Toolkit* from the Connecticut Conference of Municipalities (CCM) provided guidance in creating a well-thought-out plan, as did material provided by the National League of Cities (NLC).

CT Conference of Municipalities, Racial Equity Toolkit

https://www.ccm-ct.org/Portals/CCM/PDF/CCM_RacialEquityToolkit_2020_5.pdf?ver=aTRjWOWYnHqNF_WmC-OS7g==

National League of Cities, Race and Equity Resources

<https://www.nlc.org/resources/type/case-study/?topic%5B%5D=race-equity>

W.K. Kellogg Foundation, Truth Healing Reconciliation

<https://healourcommunities.org/>

Additional Resources

https://www.fairfieldct.org/filestorage/10736/12858/99189/99191/St_Louis_Park_blueprint.pdf

https://www.fairfieldct.org/filestorage/10736/12858/99189/99191/St_Louis_Park_blueprint_%282%29.pdf


https://www.fairfieldct.org/filestorage/10736/12858/99189/99191/Westport_Blueprint.pdf

EXPERIENCING RACISM IN FAIRFIELD

Over the course of its fifteen month tenure, the REJTF identified racism within Fairfield. Since the Fall of 2020, the Task Force has listened to BIPOC (Black, Indigenous, People of Color) residents describe their experience of racially charged interactions in town; the Task Force itself was the target of racism. The REJTF heard from parents of school-aged BIPOC children who shared how their children have been made to feel marginalized, residents who don't feel safe when Black spouses or children go jogging at night, a Black man erroneously stopped by the police and of the traumatic impact of ethnic or racially charged symbols posted on-line and in shared public spaces. Analyzing data from the ADL, Fairfield Public Schools, the CT Racial Profiling Project and meetings with the Fairfield Police Department further contextualized and validated these experiences.

Connecticut student charged in alleged racial slur incident against classmate

By Melissa Klein May 15, 2021 | 6:51pm | Updated



A high school student in wealthy Fairfield County, Connecticut, is facing charges for allegedly calling a classmate a racial slur on social media, according to reports.

The student took a photo of Jamar Medor, a 10th grader at Fairfield Warde High School, and posted it to Snapchat writing, "Why is there a n.... in my homeroom? Why is he not in chains?" according to an Eyewitness News report.

ADL, Hate Symbols Database

<https://www.adl.org/hate-symbols>

"Zoom Bombing"

<https://www.youtube.com/watch?v=OVDDuFdd7MI>

<https://connecticut.news12.com/fairfield-racial-equity-and-justice-task-force-zoom-bomb-leads-to-hate-crime-investigation>

Racist Snapchat Post

<https://patch.com/connecticut/fairfield/warde-student-charged-after-racist-snapchat-post-fairfield-pd>

<https://nypost.com/2021/05/15/connecticut-student-charged-after-racist-snapchat-post/>

<https://abc7ny.com/fairfield-racist-incidents-warde-high-school-connecticut-snapchat/10627725/>

McKinley Elementary School Incident

<https://patch.com/connecticut/fairfield/disturbing-graffiti-found-fairfield-school-store-police>

Racial Slurs

https://www.wfsb.com/news/fairfield-man-charged-with-hate-crime/article_89e4bd32-3079-11ec-9549-9b32dbfb5fca.html

Racist Emails sent to Middle School Staff

<https://www.ctpost.com/news/article/Principal-Racist-email-sent-to-Fairfield-middle-16428676.php>

"I'm a lifelong Fairfield resident. I was born and raised here, actually went through the Fairfield public school system. I'm the daughter of immigrants and I'm married to a black man ... My husband, who is an immigrant from Sudan, will rarely go to any of the town's municipal buildings by himself because he feels people don't treat him with respect. He has an accent; sometimes he struggles trying to understand, so often I have to accompany him so he has backup support to get what he needs. Once, he went on his own to get our marriage certificate from the town, and they tried to convince him that his marriage certificate wouldn't be there. Because I guess in their minds, he could not have been married in the Town of Fairfield. So I walked over, went to the same office, spoke to the same woman, did not tell her who I was, and requested the same information. I was treated with respect and kindness. She gave it to me right away. And then I went to her superior immediately, cried in her office, explained why I was there, and how devastated my husband was about that experience. I feel that unless you walk in these shoes and you walk side by side, it's hard to believe."

~Yasmine Osman, Fairfield Resident, Community Roundtable, June 2021

Racially charged or motivated incidents can have a lasting and profound negative impact, a reality supported by extensive research and by the personal reflections of Black and brown people here. These indignities are especially damaging when they are repetitive, beyond the control of the individual, and particularly when they start at an early age. A recent report, detailed in a November 15th, 2021 article in the Fairfield Citizen, on racial disparities within the Fairfield public school system demonstrates how systemic racism in education plays out locally. While race might not appear to be a prominent issue to the majority white population, this report found a persistent and widening gap in how our school system serves its Black and brown students. Further, the report finds that while overall student achievement remained flat during the pandemic, racial disparities widened according to myriad data, including Smarter Balanced Assessment scores, PSAT and SAT scores and attendance and suspension rates. Notably, the racial opportunity gap was consistent across both high-need and non-high-need students. In other words: this is a systemic problem. The report highlights how these systemic inequities, which are at times largely invisible to a majority population, can have insidious and long term impacts on already marginalized populations.

Report highlights opportunity gaps among Fairfield students

<https://www.fairfieldcitizenonline.com/news/article/Report-highlights-achievement-gaps-among-16620373.php>

Additional Resources

<https://www.justice.gov/hatecrimes/hate-crime-statistics>

<https://www.adl.org/education-and-resources/resources-for-educators-parents-families>

<https://www.facinghistory.org/>

An honest assessment of town governance and operations through a framework of racial equity and justice must be on-going to better understand how government systems and operations continue to perpetuate a status quo that prevents equitable and just outcomes for all residents of Fairfield.

MOVING IN A DIRECTION THAT MAKES A DIFFERENCE

"It's really beneficial, for our town, to move in a direction that makes a real difference for everyone in our community. The goal is to enhance and improve Fairfield's commitment (to) systematically fair and equal treatment of all town residents, businesses, workers (and) visitors, regardless of their race."

~ *First Selectwoman Brenda L. Kupchick*

Fairfield Citizen; 'Fair and equal treatment of all!' Fairfield approves racial equity task force mission statement; Sept 15, 2020
<https://www.fairfieldcitizenonline.com/news/article/Fair-and-equal-treatment-of-all-Fairfield-15569694.php>

This blueprint provides a framework for how town governance and operations can better reflect the values of diversity, equity, and inclusion and it provides opportunities for reflection and learning. It's a catalyst for the on-going work required to achieve substantive movement towards a town where people of all backgrounds and cultures feel safe, valued, and heard.

The Government Alliance of Race and Equity provided important information and resources on how to formulate this plan and ways in which the Administration can begin to take action. To be successful, each action should have a completion date (month/quarter/year) and performance measures:

- What is your timeline?
- How will you evaluate and report progress over time?
- How will you know the action is complete?
- Who is responsible for the action?
- Can you retain stakeholder participation and ensure internal and public accountability?

Government Alliance of Race and Equity: Racial Equity Action Plan

<https://www.racialequityalliance.org/wp-content/uploads/2016/11/GARE-Racial-Equity-Action-Plans.pdf>

The REJTF recommends the Administration take three immediate and essential steps which are outlined in further detail below: issue a proclamation regarding racism in Fairfield; form a permanent Commission on Racial Equity and Justice; and hire a full-time Officer of Community Justice and Belonging.

The blueprint includes several additional steps the Administration can take to advance racial equity and justice across a full range of town policies and practices.

As the mission of the Racial Equity and Justice Task Force states: The U.S. Constitution, Connecticut Constitution, and the Civil Rights Act of 1964, guarantee equal treatment of every resident, regardless of race, color, religion, gender, sexual orientation, or national origin. Although Fairfield has always strived to fulfill this mandate, we can always do better; this blueprint provides a pathway forward. The issues addressed in this blueprint have real and substantial impact on the lived experiences of people in Fairfield; please keep these impacts in mind as you consider adopting and enacting these recommendations.

CIVIL RIGHTS ACT OF 1964

<https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964#:~:text=No%20person%20in%20the%20United,activity%20receiving%20Federal%20financial%20assistance.>



President Lyndon B Johnson signs the Civil Rights Act, Washington DC, July 2, 1964

III. INITIAL AND IMMEDIATE ACTIONS FOR THE BOS

After fifteen months of research and analysis, and with input of experts, advocates and community organizations with a history of working on issues of racial equity and justice, the REJTF developed a set of best practice recommendations that address governance and operations and should guide the Town's future plans for advancing racial equity.

The REJTF identified five immediate action items that impact all aspects of town governance and operations. We believe that these items are of paramount importance to advancing the cause of racial equity and justice in Fairfield. Items 1 and 2 speak to points of order; items 3-5 were informed by best practices in both the public and private sectors. In reviewing the advice of field experts, the REJTF identified a broad consensus that towns cannot make meaningful progress in racial equity and justice without first making a public commitment to addressing racism and its consequences by designating and empowering an official body to see this effort through. As such, the REJTF recommends the following for immediate action:

1. **The BOS shall hear and consider the Town of Fairfield Blueprint for Racial Equity and Justice, as presented by members of the Racial Equity and Justice Task Force**
2. **The BOS shall vote to accept into public record the Town of Fairfield Blueprint for Racial Equity and Justice**
3. **The Town of Fairfield shall make a formal proclamation and adopt a subsequent resolution that acknowledges the existence and impact of a combination of systems that disadvantage BIPOC residents in access and opportunity in Fairfield, and commits to addressing racial equity and justice in town governance and town operations**

Rationale

Explicitly acknowledging the existence and impact of systemic racism clears a path to addressing the disparities and inequities it causes; it is one way to hold town government accountable and it signals solidarity with residents of color.

Issuing a proclamation/statement has become standard best practice in both the private and public sectors. According to data from CCM, a total of eighteen towns in CT, including Windsor, Hartford, Bloomfield, West Hartford, and New Britain have passed resolutions.

A growing number of experts and organizations, including the American Public Health Association (APHH), have declared racism a public health emergency. As a result of the trauma inflicted by racism and the purposeful disinvestment in their social and economic well-being, people of color live, for example, with disproportionately higher cortisol

levels, higher rates of chronic stress, higher rates of chronic disease, lower infant birth rates, higher rates of COVID-19 infection.

On Tuesday, June 1st, 2021, the State of Connecticut, in a vote of 114-33, declared racism a public health crisis in Connecticut; twenty-one Connecticut municipalities have declared racism a health crisis and are taking steps to fight it.

Sample Proclamation Language

CCM, Racial Equity Toolkit, various documents

https://www.ccm-ct.org/Portals/CCM/PDF/CCM_RacialEquityToolkit_2020_5.pdf?ver=aTRjWQWYnHqNF_WmC-QS7g==#:~:text=The%20purpose%20of%20CCM's%20Racial%20Equity%20Toolkit%20is%20to%3A&text=Facilitate%20the%20sharing%20of%20information.racial%20equity%20in%20our%20municipalities.&text=Build%20shared%20accountability%20for%20progress%20in%20achieving%20racial%20equity%20in%20Connecticut.

Mercer Island, Washington - proclamation

https://www.mercerisland.gov/sites/default/files/fileattachments/city_council/page/23201/proclamation_no_252.pdf

Mountain View, California - affirming the Citee's values, various documents

[https://www.mountainview.gov/depts/manager/racial_equity_and_justice_\(rej\).asp](https://www.mountainview.gov/depts/manager/racial_equity_and_justice_(rej).asp)

Demver, Colorado - proclamation

https://cnneighbors.com/resources/Documents/20-0543_Proclamation_RacismPublicHealthCrisis.pdf

NYC - proclamation, Racism as a Public Health Crisis

<https://www1.nyc.gov/assets/doh/downloads/pdf/boh/racism-public-health-crisis-resolution.pdf>

Additional Resources

CT Declares Racism is a Public Health Crisis

<https://ctmirror.org/2021/06/01/house-passes-bill-declaring-racism-a-public-health-crisis-in-connecticut/>

American Public Health Association

<https://www.apha.org/topics-and-issues/health-equity/racism-and-health/racism-declarations>

State of CT - declaring racism as a public health crisis

<https://www.hesct.org/blog/declaring-racism-public-health-crisis-connecticut/>

CDC, Racism and Public Health

<https://www.cdc.gov/healthequity/racism-disparities/index.html>



4. The BOS shall establish a permanent Commission on Racial Equity and Justice in the Town of Fairfield

Rationale

The REJTF was formed as a temporary advisory committee, empowered to collect data, conduct interviews, and make recommendations to the BOS. It was not empowered to make recommendations to individual departments, nor was it empowered to enact policy or participate in town operations. In its current iteration, the existing REJTF will disband upon presentation of this blueprint.

Existing inequities and injustices will not be eradicated without dedicated, sustained and strategic leadership. A permanent Commission, inclusive of our BIPOC community and local partners, is integral in providing practical assistance in implementing focused and innovative initiatives.

In the Deep Listening Project, Town employees noted that recruitment of diverse candidates is difficult. At present, there is no coordinated approach through the human resources department to increase the recruitment of diverse candidates, nor is there a coordinated approach to address issues related to promotion and advancement opportunities for diverse employees, or for addressing bias.

A Permanent Commission on Racial Equity and Justice would:

- Build upon the work of the REJTF, coordinate efforts with existing groups, and facilitate the on-going conversations required to put principles of justice and equity into practice.
- Consider diversity, equity and inclusion as critical to best hiring practices,
- Collect, analyze, and manage research and report data, as well as develop, draft, and adopt a comprehensive racial equity action plan and monitor its progress toward stated goals. The REJTF blueprint would inform this work.
- Consult and advise Town officials on how to best incorporate recommendations by local non-profit organizations (i.e. Fairfield Equity Coalition, Sustainable Fairfield Task Force Equity Committee and the Connecticut Racial Profiling Project)
- Serve as a resource and subject matter experts for town programming
- Serve as a conduit to bridge conversations between the community and Town officials

- Make recommendations to the Administration on making Town communications (i.e. the town website, seal, charter) more inclusive by acknowledging the history of people of color in Fairfield
- Serve as a Citizen Review Board when there are instances of racism, racist slurs or related issues. The Scholar Strategy Network is one source for better understanding the role a citizen review board can serve in advancing equity and justice initiatives in any given municipality

Additional Resources

St. Louis Park, MN, A Vision for Racial Equity

<https://www.stlouispark.org/home/showpublisheddocument/15284/637110590698770000>

Fairhaven, MA, Belonging Committee

<https://www.fairhaven-ma.gov/belonging-committee>

Racial Equity Alliance

https://racialequityalliance.org/wp-content/uploads/2015/02/GARE-Resource_Guide.pdf

<https://www.racialequityalliance.org/resources/racial-equity-toolkit-opportunity-operationalize-equity/>

Scholars Strategy Network

<https://scholars.org/brief/how-civilian-review-boards-can-further-police-accountability-and-improve-community-relations>

5. The Town of Fairfield shall hire a full-time town Director of Community Justice and Belonging charged with oversight and management of racial equity planning and response

Rationale

Fairfield does not have a dedicated point person for the development and coordination of any racial equity and justice initiatives for the Town. To complement the work of a permanent Commission for Racial Equity and Justice and all related initiatives, the town needs the institutional credibility of an empowered expert.

As 2020 Census statistics show, the workforce across all domains, including the public sector, are becoming increasingly diverse. The workplace has to adapt to be more inclusive of this demographic shift. Hiring a Director for Community Justice and Belonging is one way to ensure the Town provides a culture where all employees and customers are protected, feel safe, and have equal opportunities. This cultural transformation must be measurable using established metrics of equity and inclusion.

A Director of Community Justice and Belonging would:

- Work across all departments in Town government to optimize organizational culture, align the Town's diversity and inclusion goals with business outcomes and respond to changes or policies that occur outside of Town operations that impact employees and residents
- Work in collaboration with the head of Human Resources to create the Town's strategy for recruitment of diverse candidates across all Departments including:
 - Developing and managing diversity and inclusion strategies
 - Identifying new programs to bolster diversity in the workforce
 - Overseeing employee discrimination complaints
- Identify and apply for grants for operating and strategic initiatives
- Support strategic collaboration between departments, as well as between executive and leadership teams
- Develop and support executive training and culture management initiatives
- Address issues facing historically disenfranchised populations within Fairfield
- Participate in the recruitment, hiring and training of town employees
- Collect and analyze data, and establish capabilities to disaggregate data in order to identify disparate impacts and outcomes of town policies and programs on different racial and ethnic groups
- Identify and resolve disparate impacts of town policies and projects
- Host listening projects and community meetings
- Develop townwide equity goals and plans
- Monitor implementation racial, equity and justice plan across all town departments and report regularly to the BOS and other Town bodies
- Coordinate public responses to current events
- Collaborate with community groups and other invested stakeholders

Additional Resources

https://ehq-production-us-california.s3.us-west-1.amazonaws.com/5a62704d19208a45e29a54aec2ab38f7f3dc808f/original/1618441557/223640e6d7eb544f4f59f12452c789cb_21-23100_-_Diversity_Equity_and_Inclusion_Officer-ENGLISH-WebReady.pdf?X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Credential=AKIAIBJCUK4ZO4WUUA%2F20211218%2Fus-west-1%2Fs3%2Faws4_request&X-Amz-Date=20211218T172738Z&X-Amz-Expires=300&X-Amz-SignedHeaders=host&X-Amz-Signature=33d8e80f25432b59525eea37c2b91d4134636949ab3df5087e0cd69dfe859493

Mission Square, public sector

<https://icma.org/articles/pm-magazine/new-kind-ceo-role-chief-equity-officer-and-other-equity-positions>

Employers Council, DEI and the Public Sector

<https://www.employerscouncil.org/resources/dei-and-the-public-sector/>

Employee Engagement Trends

https://www.inspirus.com/employee-engagement-trends-and-forecasts-for-2021?utm_term=workplace%20inclusion%20and%20diversity&utm_campaign=2021+Trends+and+Forecasts&utm_source=adwords&utm_medium=ppc&hsa_acc=5473861309&hsa_cam=12736083990&hsa_grp=120810220077&hsa_ad=514019125852&hsa_src=g&hsa_tgt=kwd-816423791735&hsa_kw=workplace%20inclusion%20and%20diversity&hsa_mt=b&hsa_net=adwords&hsa_ver=3&gclid=Cj0KCQiA8ICOBhDmARIsAEGl6o1hXa1KioB16-aKAVq6Rw_pnyC0By19-zw77AuxkdhmDI9UZs_uZXqMaAsS_EALw_wcB

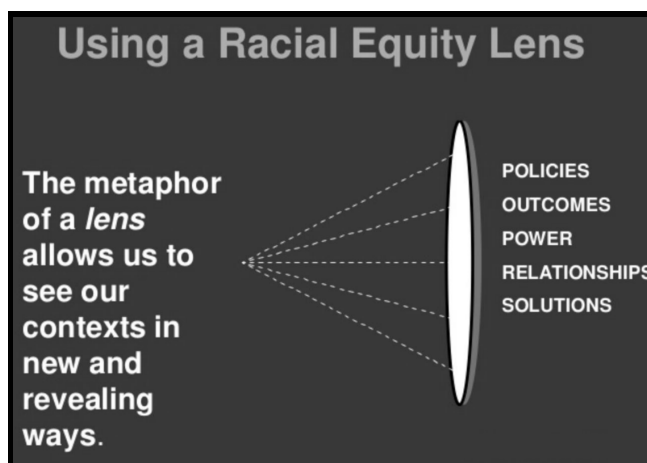
Diversity for Social Impact

<https://diversity.social/chief-diversity-officer/>

IV. ADDITIONAL RECOMMENDATIONS

A racial and equity lens should be applied to all new and ongoing strategic initiatives. Many of the following recommendations reflect widely accepted best practices in both the public and private sector. Some, such as Charter review, involve discussions already underway.

Based on conversations with residents, advocates, Town employees, and elected officials, the REJTF determined *governance, criminal justice/policing, housing, education, community engagement* and *arts/culture* are areas of Town operations requiring careful consideration of how to best address racial equity. The REJTF focused on six categories, but these are not the only areas worthy of consideration for further exploration. In each of the categories, the REJTF examined current state and provided rationale for the recommendations made below.



1. GOVERNANCE

Governance - Current Situation

The Administration should be recognized for its commitment to asking hard questions about race, racism and inequities in the governance and operations of the Town.

Governance - Rationale

The core role of local government is to provide essential services to Town residents; it has a substantial impact on the day-to-day life of the people it serves in the areas of budgeting, law enforcement, planning and zoning, registering to vote, or economic development, among others.

Because of the important role of local government in the health, safety and well-being of all residents, it's crucial, as stated by First Selectwoman Kupchick, "to improve customer service in town government and create a user-friendly experience for residents and businesses through modernization and technological improvements."

First Selectwoman, State of the Town, January 2020

https://www.fairfieldct.org/filestorage/10726/15800/17963/37165/2020_State_of_the_Town.pdf

If the Town of Fairfield is to adhere to principles of equity and justice for all its residents, the Town government must ensure that its workforce (and its operational processes) remain responsive to residents' needs. The Town must actively engage with its diverse population by collecting and publishing data to set effective policy. It must diversify the Town's workforce, train and evaluate the workforce on racial equity, diversity, and inclusion and ensure equitable distribution of Town funds through the budgeting and contracting processes.

The Town of Fairfield does not currently follow widely accepted best practices for incorporating racial equity, diversity, and inclusion into its work. It lacks crucial data on the diversity of its workforce and the data it does collect is not readily available to the public. Additionally, Fairfield does not engage in regular/on-going training of Town employees in culturally appropriate interactions with its diverse residents. Efforts to increase workforce diversity are seemingly ad hoc and lack consistent focus. Employee performance appraisals are not performed on a regular basis and do not include metrics on racial equity goals. The Town lacks formal mechanisms to understand and account for racial equity, diversity, and inclusion in its budgeting and contracting procedures.

Additional Resources

<https://www.forbes.com/sites/mariamminor/2021/05/03/heres-the-bottom-line-reason-why-companies-need-a-chief-diversity-officer/?sh=6b1f03f87bc3>

<https://www.ctpost.com/news/article/Census-Fairfield-growing-fastest-in-area-16396679.php>

Governance - Recommendations

- Collect, review, and publish data on the racial, ethnic, and linguistic makeup of the Town's workforce in relation to the Town's demography, including the annual publication of a Race, Ethnicity, and Gender Diversity Report
- Develop and implement written procedures to increase the recruitment, retention, and promotion of people of color in the Town's workforce in coordination with Human Resources and the Director of Community Justice and Belonging. Specifically, the Town should:
 1. Publicize open positions widely and with transparency
 2. Standardize best practices for career development and promotion
 3. Develop inclusive and relevant employee responsibilities
 4. Clearly document the rationale behind a decision to hire/reject a job candidate
 5. Update plans and articulate timeline for contacting candidate's professional references
 6. Ensure ethical hiring practices to minimize bias
- Require all town employees, including senior leadership, to attend annual racial equity and cultural competency training sessions, such as those offered by the American Leadership Forum
- Perform annual audits on promotional pay, hiring, and firing practices to identify any patterns correlated with age, race, gender, ethnicity, religion, or other protected classes.
- Measure residents' use of and satisfaction with Town services, including collection of demographic data on both the residents providing the feedback and the service providers on whom they are commenting to ascertain, for example: if BIPOC town members are more or less satisfied with services than non-BIPOC town members; or if BIPOC town members are more or less satisfied with BIPOC or non-BIPOC town service providers; if non-BIPOC town members are more or less satisfied with BIPOC town service providers, etc. in order to expose any unconscious bias
- Provide language interpreter/translator services for people who speak languages other than English

- Actively recruit bilingual candidates to fill open Town workforce positions. In conducting interviews to fill open positions, designate bilingual or multilingual knowledge as a highly desirable qualification
- Develop and publish clear metrics for Town use of minority business enterprises (MBEs), diverse business enterprises (DBEs), and women-owned business enterprises (WBEs) to increase diversity of Town contracting, and hold Town employees accountable for meeting those metrics
- Adopt a budget equity assessment tool to guide Town departments in using an equity lens when developing budget requests and assessing budgeting impacts on residents
- Examine zoning, blight, environmental remediation projects etc. to better understand impact on minority communities
- Ensure all Town residents share equally in Town resources and services
- Review racial and equity implications of all decisions regarding town infrastructure allocation and commercial siting decisions
- Diversify Town government through the appointment of diverse candidates for Boards and Commissions
- Require Department Heads to review this plan and report back to the Board of Selectmen within six (6) months with an action plan to incorporate the practices suggested within this document
- Review the Town Charter to identify and eliminate any policies hindering racial equity and justice
- Form a Racial Equity and Justice subcommittee of the Town Charter Review Committee to examine policies and procedures through a 21st-century equity lens
- Work with the Town Charter Review Commission to examine the town seal, initially adopted on July 1, 1935
- Review the Town of Fairfield website page and edit it as needed to fully represent our community history
- Review names of Town streets, schools, monuments, and municipal structures to consider if any of these represent a history of racism or disenfranchisement
- Include Racial Equity and Justice as a Critical Success Factor in the *One Town One Vision* Strategic Plan. To ensure that Racial Equity and Justice is a core strategic goal,

- adopt (as is standard practice for other Critical Success Factors) an Implementation Action Matrix that identifies key initiatives and objectives, implementation time frame, priority, potential partners, key performance indicators, and personnel responsible for each action
- Establish the capability to disaggregate all data used to assess the impact and outcome of town policies and programs

Town of Fairfield, website

<https://www.fairfieldct.org/content/10724/12146/default.aspx>

Draft Strategic Plan, *One Town, One Vision*

https://www.fairfieldct.org/filestorage/10736/12858/52569/52579/102639/DRAFT_2020_Fairfield_Strategic_Plan_LO_%2811-30-20%29.pdf

Additional Resources

<https://allincities.org/toolkit/contracting-and-procurement>

https://www.aecf.org/blog/aiding-youth-serving-organizations-in-pursuing-racial-equity?gclid=Cj0KCOiAqvaNBhDLARIsAH1Pq505LWPya0AQbEvx7zjCOfN4FSowbqD6NNbCukRhfQVLsc5PvvDBL.SQaAvlfEALw_wcB

<https://www.racialequityalliance.org/resources/equitable-development-tool-advance-racial-equity/>

<https://www.beapplied.com/post/ethical-hiring-practices>

https://www.nalp.org/fair_ethical_recruitment

<https://www.google.com/search?q=ethical+hiring+practices+town+government&oq=ethical+hiring+practices+town+gov&aqs=chrome..69i57j33i160.8263j0j4&sourceid=chrome&ie=UTF-8>



2. CRIMINAL JUSTICE and POLICING

The relationship between the Police Department and the citizens of Fairfield is one critical element of citizens' perceptions of racial equity and justice in this community. The Administration and other town leaders play a key role in fostering collaboration, responsiveness and transparency between the police department and Fairfield's citizens.

Criminal Justice and Policing - Current Situation

In the fifteen months since the establishment of the REJTF, Police Chief Robert Kalamaras has been actively engaged in discourse and complex, sometimes difficult conversations on race and racism with the Task Force. It is clear from his actions and in discussions with the Chief that issues of racial equity and justice, as they relate to the safety and well-being of the community, are a priority for his department.

Chief Kalamaras was officially sworn in as Chief in January, 2021 and at the time stated (he) "wanted to make the Fairfield Police Department a model of fairness and openness that reflects the needs of all residents. Our department's methods and the resources available to us all continue to evolve, as does the world around us, and it is vitally important that our core values also continue to advance and progress forward."

One of his first acts in office was to release a new patch for the Department uniforms to serve as a small symbol of the promises made to continually better the agency. Chief Kalamaras said, "this new patch symbolizes our department's dedication to serving the Fairfield community and our commitment to being a 21st century, forward-thinking and inclusive police agency."



Press Release, new patch for the Fairfield Police Department

<https://fpdct.com/news-releases/fairfield-police-department-unveils-new-patch-for-uniforms/>

As a result of the evolving relationship between the Task Force and the FPD, Lieutenant Felix Esposito, Office of Professional Standards, invited members of the Task Force to participate in the hiring process for new candidates to the Departments; this demonstrates a commitment to a more inclusive process.

There are, however, still significant issues that need to be addressed here. Many participants in the Community Roundtable and Deep Listening projects noted ways in which people of color feel overly scrutinized and disrespected in their interactions with the Police Department. These subjective perceptions are also reflected in objective data. In the summer of 2021 police officers in Fairfield stopped a Black male in a car in response to a call regarding a white male suspect, raising the issue of potential bias. In response to this incident, Chief Kalamaras led a frank and open exploration of the need for sensitivity training, hiring processes, and policy development.

CT Racial Profiling Report, 2018

https://assets.website-files.com/6076e3f57e39855392637f16/60896a7aa7f2f7b9119055b1_2017-Connecticut-Racial-Profiling-Report.pdf

The Connecticut Racial Profiling Prohibition Project (CTRP3), established in 2012 with the passage of the Alvin Penn Act, focuses on issues of police profiling. In 2013, the project began collecting 26 points of data from every police traffic stop across the State. CT was the first State to do this and is a model program. All 107 police departments across the State are analyzed each year. If CTRP3 sees a “preponderance of evidence” showing practices that fall outside acceptable ranges for a department, they undertake a more in-depth study to find out why. This information is then shared with the identified police department.

Fairfield was identified for further study in 2017. In a follow-up study in 2018, it was reported that there were patterns of traffic stops in areas bordering Bridgeport that targeted Black and Hispanic drivers. The analysis revealed higher utilization of police equipment like license plate readers and higher rates of physical vehicle searches. The report indicated that these discrepancies are often attributed to socio-economic factors based on the mistaken assumption that higher rates of stops and searches reflect higher rates of infractions in less affluent areas of town. In fact, the report notes that the infraction rate in more affluent areas are comparable if not higher, suggesting that the increased stops and searches may be based on racial or ethnic factors.

At the time, the results of these investigations were presented to Department leadership. CTRP3 recommends that these periodic reports be shared not only with police leadership, but also with town government leaders, community members, and advocates.

- **For a more accurate assessment of current state, the REJTF recommends a follow up study from CTRP3**

CT TRAFFIC STOP DATA

<http://trafficstops.ctdata.org/>

Criminal Justice and Policing - Rationale

The REJTF studied the Stratford Police Community Policing (CP) as one emerging model for addressing racial and equity issues in policing. CP is defined as *“a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder and fear of crime.”*

Community Policing Defined, US Department of Justice

<https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>

The CP Program, which was recognized by the State of Connecticut in 2021 as a model for making police stops safer, focuses on de-escalation techniques for officers and civilians, building trust between law enforcement and the community, recognizing implicit bias and how it affects policing and the success of police/community relations and the importance of empathetic and compassionate law enforcement.

On a more local level, the Town of Stratford, CT has developed a Police Empowerment Program (PEP) that works in conjunction with their Police Athletic League. PEP is grounded in CP with the goal of improving town/police relations and decreasing racial profiling by identifying multiple ways in which police officers interact with residents.

A more in-depth examination of the origins in policing (both nationally and locally) may offer an opportunity to better understand any historical divide between BIPOC residents and law enforcement. Undoubtedly advancements of technology, science, and social justice have affected law enforcement for the better, but continued open and frank conversations about current state of policing nationally will help contextualize and potentially assuage concerns or clarify false assumptions about policing locally.

Criminal Justice and Policing - Recommendations

- Create and expand opportunities for FPD to engage positively in community events
- Examine the Community Policing model and adapt techniques/methods to the unique demographics of the town of Fairfield
- Hire a full-time Community Outreach Coordinator outside the FPD
- Provide mental health and wellness evaluation and care for both police officers and victims of racial profiling
- Increase participation of citizens in law enforcement in accountability reviews, union negotiations, and hiring processes

- Share hiring policies and procedures for recruits with the community
- Examine use-of-force policies and/or ways to redefine public safety and combat systemic racism within law enforcement and share findings with the community
- Review of the FPD website, in particular the section on the History of the Fairfield Police Department

Additional Resources

History of the Fairfield Police Department

<https://fpdct.com/about/>

Reimagining PolicingThe My Brother’s Keeper Alliance

<https://www.obama.org/policing-pledge/>

National League of Cities, Reimagining Policing

https://www.nlc.org/wp-content/uploads/2021/01/NLC2021_ReimaginingPolicing.pdf

Additional Sources

^[1] “State of Connecticut Traffic Stop Data Analysis and Findings, 2019” Connecticut Profiling Prohibition Project

^[2] “Racial Disparities in Traffic Stops Decrease, But Inequalities Remain,” Ryan Lindsay, Connecticut Public Radio, May 6 2020

^[3] “Report: Racial Profiling Still a Problem in Traffic Stops,” Lisa Backus, *Connecticut Post*, June 26 2019

^[4] *The Color of Law*, Richard Rothstein

^[5] “The Black-White Economic Divide is as Wide as It Was in 1968,” Heather Long, Andrew Van Dam, *The Washington Post*, June 4 2020

3. HOUSING

Race should not be a factor in determining access to housing in the Town of Fairfield. Alas, affordability is not exclusively a race issue. A further exploration of the intersection between race, socio-economics/class and affordability would illuminate need and inform further recommendations. Examining the history of zoning laws, market forces and redlining and their implications on present-day, will help identify disparities in access to specific neighborhoods, as well as the allocation of Town resources. While an increase in affordable housing options for residents presents more opportunity, more inventory alone would not sufficiently address raced-based access issues.

Housing - Current Situation

Rampant racial segregation, redlining, and discriminatory credit practices substantially hampered Black homeownership in the decades following WWII; this history is part of our Town and State's history, and it influences the current reality here. Connecticut has the highest level of income inequality in the country;^[7] it also has very high homeownership gaps – the largest in the nation between mixed-race and white residents; the second largest between Latino and white residents; and the fifteenth largest between Black and white residents.^[8] Probate records document the prevalence of racially restrictive covenants in Fairfield, preventing the future sale or occupancy of a property to anyone of color, with language such as the following 1940 covenant : “No persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy [by?] servants of a different race.”

As a result of this history and factors such as market forces and zoning laws, Fairfield has a lack of social, economic, and housing diversity. Black, Hispanic and low-income households are underrepresented in the town. Assisted affordable housing units constitute only 2.5% of housing stock, compared to 11.6% for the State as a whole.^[9]

According to the State's Section 8-30g Appeals List, in 2020 Fairfield had 21,648 housing units in total.¹ Out of these only 556 or 2.57% are affordable. This is well below the 10% affordable housing threshold that the State requires for a city or town to not be subject to a potential lawsuit under Section 8-30g which allows developers to sue a city or town that denies any planning or zoning application to develop affordable housing unless 10% of that city or town's housing stock is already affordable. Fairfield also has 337 affordable units that are either in construction, approved but delayed, or are in the planning stages.² Even if all of these pending affordable units were to be built, that would still leave the Town approximately 1,400 units short of the 10% affordable housing threshold. According to its Chairperson, Stephen Grathwohl, Fairfield's Affordable Housing Committee is currently in the process of preparing a 5-Year Affordable Housing Plan to help address these issues.

¹ 2020 Affordable Housing Appeals List – Exempt & Non-Exempt Municipalities

² CGS 8-30g Moratorium Status – 10/8/21

The Open Communities Alliance has assessed the planning and zoning practices of twelve Connecticut communities including Fairfield, with low levels of affordable housing and recommends modifying planning and zoning regulations to allow for more multifamily and affordable housing. Currently over 7,000 people have applied for affordable housing through Fairfield's Public Housing Authority. Fairfield currently has only 231 public housing units.³ With such limited supply and low turnover it would take many, many years for those on the waiting list to have any opportunity to move into an affordable public housing unit.

Open Communities Alliance

https://www.ctoca.org/zoning_for_equity

A distinction also needs to be made between “affordable” and “fair” housing. Fair housing implies that affordable housing is dispersed throughout a town or city so that each area is doing its fair share. A town can have a supply of affordable housing but if it is all concentrated in one or two areas of that town it would not meet the threshold for fair housing. For example, of the affordable units in Fairfield, most are located in the Stratfield or University districts, whereas in the Greenfield Hill area there are no known affordable housing units. Whether this is a product of redlining and/or “steering” is difficult to measure because those discriminatory tactics are not generally overtly practiced.

The Director of Community and Economic Development, acting as the Town's Fair Housing Officer, receives and responds to complaints alleging violations of federal or state fair housing laws. While the Director provides regular training on fair housing matters to the Fairfield Board of Realtors and provides guidance and counsel to those with questions, the Director currently has limited resources to manage this process thoroughly. Consequently, once initial information is gathered from a complainant, the matters are typically referred to the Connecticut Fair Housing Center (or to HUD/CHRO) for a more thorough investigation and possible enforcement action.

Housing - Rationale

Fairfield has a long but sometimes hidden history of race-based housing segregation which lives on in assumptions about the impact of increased integration. Concerns that allowing Black and Hispanic families to move into a neighborhood will negatively affect property values is rooted in fear and perpetuates racial stereotypes and institutional racism. Addressing this history and its current implications requires the active involvement of town leadership.

The town currently lacks the infrastructure to address complaints about housing discrimination. Due to staffing limitations, individuals and families can only file complaints with state or federal agencies.

Decreasing housing segregation will increase interactions between the majority and minority citizens.

³ 2020 Affordable Housing Appeals List – Exempt & Non-Exempt Municipalities

Urban Institute Initiative

<https://housingmatters.urban.org/articles/applying-racial-equity-lens-housing-policy-analysis>

Connecticut Commission on Human Rights and Opportunities

<https://portal.ct.gov/-/media/CHRO/Publications/CHROs-Zoning-and-Discrimination-2021-Report.pdf>

CT Zoning Atlas

<https://www.desegregatect.org/atlas>

XOCC

457

To all People to whom these Presents shall come, Greeting:

Know Ye, THAT I, William Benner, of Bridgeport, Fairfield County, State of Connecticut,

For the consideration of One dollar and other considerations, received to my full satisfaction of Josef Rusakewics of said Bridgeport,

Do Give, Grant, Bargain, Sell and Confirm unto the said Josef Rusakewics a certain piece of land, situated in the Holland Heights District, in the Town of Fairfield, in said County and State, and bounded and described as follows, viz:

North on Tunxis Hill Road 50 feet;
 East on land of said Benner (lot No.41) 250 feet;
 South on land of said Benner (Lot No.37) 50 feet;
 West on York Road 250 feet;

Being lot No.42 on map of Roseville Gardens filed June 24,1912. Said premises are conveyed subject to the following conditions:

1. The ditch or water drain open across said lot shall be kept free and clear for water course at all times by the said grantee.
2. Any fences erected on said lot shall be made and maintained at the expense of the said grantee.
3. The said lot shall not be sold or rented to an Oriental or colored person for a period of ten years from the date hereof.

which lot has an area of less than 6000 square feet nor a width of less than 30 feet at the front building setback line, except that a residence and garage may be placed upon lot No. 2, lot No. 3, lot No. 4, and lot No. 18 as shown on the recorded map.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No dwelling costing less than \$3000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porch and garages, shall be not less than 600 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half, two, or two and one-half story structure.

An easement is reserved over the rear five feet of each lot for utility in-

Historical land records detailing inequitable and racist housing laws.

Housing - Recommendations

- Examine and identify planning and zoning mechanisms which may be impeding access to fair and equitable housing
- Highlight current policies and create guidelines and potential areas for improvement towards meeting affordable housing needs
- Examine and remove any language or policy within current planning and zoning regulations which are found to be discriminatory
- Create a Fair Housing Commission to monitor and enforce Fairfield’s Fair Housing Policy including the hearing of grievances. The Director of Community Justice and Belonging shall be an *ex officio* member of the Commission. Without giving up the option to appeal to CHRO and/or HUD, housing discrimination grievances should be formally heard locally to address matters quickly and gather on-going concrete data on the nature and extent of discrimination in Fairfield
- Invest resources for a thorough local grievance process of any Fair Housing complaints
- Disseminate Fair Housing rules and regulations to all brokers, lawyers, appraisers and lending institutions involved in the housing industry.
- Conduct an annual assessment of predominantly BIPOC neighborhoods to ensure resources from the Town relating to police, fire, health and public works are fair and equitable

Additional Sources

^[6] “Best Shot At Narrowing Racial Homeownership Gap At Risk,” Aris Folley, *The Hill*, 10/15/21

^[7] “Income Inequality in Connecticut Towns Has a Racial Component,” Dan Smolnik, *The Connecticut Mirror*, September 30 2020

^[8] “In Recovering Urban Areas, Homeownership Makes All the Difference,” Jacqueline Rabe Thomas, *The Connecticut Mirror*, November 16 2020

^[9] “Housing Data Profiles,” Partnership For Strong Communities

4. EDUCATION

Fairfield Public Schools(FPS) is committed to providing a high quality education which supports the needs of all learners, regardless of age, race, identity, religious beliefs, political affiliation, or special needs. FPS classrooms and personnel value each person as an individual and implement programs that create a culture and climate in which all students can succeed. .

The REJTF acknowledges the hiring of Digna A. Marte as Director of Diversity, Equity and Inclusion and encourages the Town of Fairfield to coordinate its DEIB efforts with Ms. Marte in her role. Below are some insights and recommendations ascertained from data collected throughout the tenure of the REJTF, but prior to Ms. Marte’s start date with the FPS; these recommendations are not intended to supersede or interfere with any ongoing efforts. Our hope is that these recommendations support and facilitate these efforts.

The mission of the Fairfield Public Schools, as adopted by the Fairfield Board of Education, is:

“to ensure that every student acquires the knowledge and skills needed to be a lifelong learner, responsible citizen, and successful participant in an ever-changing global society through a comprehensive educational program.”

<https://www.fairfieldschools.org/district-information/vision-of-a-graduate>

Viewing the FPS mission through the lens of racial equity and justice helps to define a vision in which all students in the Fairfield Public School system have equitable access to a high-quality education that respects and honors their identity and individuality. Achieving this goal requires access to physical resources, regardless of district or household circumstance, a learning environment free of discrimination, bias, and hostility, and curricular materials that act as both “windows and mirrors” of the realities of race and justice. The FPS workforce must also be trained in how to effectively engage in conversations about race and trained in racial equity and justice and cultural competence. This vision also requires; a developmentally appropriate racial equity and justice curriculum, a diverse FPS staff; and the elimination of racial disparities in student discipline.

<https://nationalseedproject.org/Key-SEED-Texts/curriculum-as-window-and-mirror>

Education - Current Situation

The most significant theme that emerged in our Community Roundtable session is a lack of racial equity and justice in Fairfield Public Schools. Parents shared their children’s experiences in our schools, as well as a perceived lack of responsiveness and support in managing problematic situations. Comments included descriptions of microaggressions [1], racial slurs, and examples of approved curriculum without appropriate training or context created harm. In many cases, the failure of school staff to directly address these incidents as racism created additional harm. Parents expressed a concern that teachers and staff have not been equipped to

lead difficult conversations about race and identity and that administrators lack training to address racial issues.

In October, FPS released the first look at student achievement data, disaggregated by race/ethnicity as well as by students qualified as “high need”. These data look at multiple measures of achievement, special education services, discipline rates, and attendance percentages, and show major disparities that are negatively impacting our Black, Latino, and High Need student groups. Coupled with the results of our Roundtable, it is clear that our students need support from every stakeholder in our educational system.

<https://resources.finalseite.net/images/v1635789968/fairfieldschoolsorg/grs3j6soktgepbkvsqc/District-Student-Data-Presentation-October-2021-finished.pdf>

Education - Rationale

The achievement of racial equity requires a partnership with families and community which, in turn, requires resources. Our K-12 education system accounts for 65 % of our yearly town budget and serves as a major factor in determining overall quality of life and the attractiveness of our town as a place to live.

The general “taboo” against frank conversations about racism seems especially prevalent in our school system. Connecticut state educational experts contend that introducing questions of race and equity into the classroom not only raises awareness of these issues but also enhances the development of critical thinking skills.

A joint letter from the state education department, the Connecticut Association of Public School Superintendents, the Connecticut Association of Boards of Education, the Connecticut Association of Schools, the American Federation of Teachers Connecticut and Connecticut Education Association affirmed:

“the importance of a culturally responsive education... Education must continue evolving to remain relevant to, and reflective of, students’ social, cultural, and linguistic backgrounds to assist in the development of their lifelong respect and compassion for themselves, their classmates, their communities, and the world around them.”^[10]

The National PTA Position Statement on Inclusive Curricula in K-12 Education states:

National PTA supports the implementation of diverse and inclusive curricula in K-12 public schools nationwide. As the largest child advocacy association in the nation, PTA is committed to the creation of innovative curricula and the necessary accompanying professional development that support culturally and linguistically-responsive teaching and learning so that the history of all students—including but not limited to African American, Latino(a), Native American, Asian and LGBTQ groups—is accurately represented and taught.

Culturally and linguistically responsive teaching and inclusive curricula should:

- *Emphasize academic success for all students*
- *Enhance cultural competence by fostering understanding of students' cultures*
- *Promote family engagement by making connections between home language and school language*
- *Develop critical consciousness by recognizing racism, classism, and other issues in the world and developing a student's awareness to openly address these situations*

Race and diversity are important factors in teaching, learning, and family engagement. While our schools have become more racially, ethnically and economically diverse over the past decade, culturally and linguistically responsive curricula have lagged. The necessity remains for inclusive curricula in all schools.

The National PTA believes that culturally and linguistically responsive teaching and learning, and inclusive curricula are imperative in building socially competent and aware children and youth, enhancing their intellectual capability and psychosocial well-being. It has been shown to yield positive educational results, including:

- *Achievement of higher test scores*
- *Decreased truancy rates*
- *Exhibited higher self-esteem, and most importantly*
- *Increased graduation rates, creating greater post-secondary opportunities for all Students*

National Parent Teacher Association

<https://www.pta.org/docs/default-source/files/advocacy/position-statements/inclusive-curriculum-in-k-12-schools-ps.pdf>

Education - Recommendations

The Officer of Community Justice and Belonging should work collaboratively with FPS' DEI Officer to achieve stated goals as they impact Town operations and governance:

- The Administration should formally acknowledge, and FPS should adopt, the Fairfield Equity Coalition's recommendations to the Board of Education
- Ensure curricula for all grade levels engages cultural and racial diversity by amplifying perspectives and experiences of historically marginalized groups, and addresses the impact of race and culture on the construction of identity
- Implement ongoing mandatory anti-racism, implicit bias, and restorative justice training for all faculty and staff
- Recruit, hire, and retain racially diverse, culturally competent school faculty and staff

- Redesign the pathways to success to meet the needs of all students and ensure that race, socioeconomic status, etc. will not predict any student's educational outcome; examine other determinants that might contribute to the gap and consider how to eliminate or minimize them

**FAIRFIELD EQUITY COALITION/
Education Recommendations**

<https://www.fairfeldequitycoalition.org/projects>

Additional Resources

^[10] “Connecticut Educators Defend Diversity, Equity and Inclusion Initiatives,” Amanda Blanco, *The Hartford Courant*, July 14 2021

^[11] “Moving Forward Together,” Dr. Miguel A. Cardona, Connecticut State Department of Education News, June 2 2020



5. COMMUNITY ENGAGEMENT

All Town residents should be free from discrimination and bias. To achieve this, not only does the Administration need to facilitate public and on-going dialogue about racism and bias, it must also promote and celebrate the diverse cultures represented in Fairfield and publicly condemn of all acts of hatred, discrimination, or bias against a particular community. The draft strategic plan for the Town of Fairfield accounts for some demographics of the community but does not take into account its racial and ethnic diversity, historical composition of the population, or demographic trends and their implications for the future of Fairfield. This is a critical blind spot; we cannot make intentional, strategic decisions about diversity, inclusion, and equity without a full understanding of the diversity in our community.

Community Engagement - Current Situation

Over the years, a number of town-wide efforts have focused on issues of race and racial diversity:

May, 2011

A group of citizens and staff from the Fairfield public schools conducted a Community Conversation entitled, "Is Fairfield a Tolerant Community? A Community Conversation on Diversity and Tolerance in Schools and the Greater Community."

March, 2012

Fairfield's Community Conversations Committee on Cultural Diversity offered a discussion, "Let's Talk: As Diversity Grows, So Must We," on growing diversity in schools and communities.

June, 2020

First Selectwoman Brenda Kupchick convened a public forum "to actively listen, learn and begin the path toward meaningful changes on racial injustice and inequality." It was called "A Community Conversation on Racial Injustice & Inequality."

October, 2020

The Racial Equity and Justice Task Force (REJTF) was formed.

All these efforts have been meaningful and well-intended, but they have not been sustained or coordinated, nor have they involved formal partnerships with local organizations, particularly those representing residents of color. While there are nearly a dozen local organizations focused on issues related to racial equity, the lack of coordination and formal endorsement from the town reinforces a sense of marginalization and powerlessness

Many towns in Connecticut have issued formal proclamations that systemic racism exists and that it is a public health crisis. To date, the Administration has not formally acknowledged either. The lack of any formal acknowledgement fosters ambiguity about whether racism impacts the citizens of Fairfield and whether these impacts are worthy of attention, discussion, and action.

Analysis of the feedback from the Deep Listening interviews and the community discussions revealed a consistent theme. There is no centralized committee or process to coordinate the town's response to racial or equity-based incidents. Citizens noted that they didn't know where to report bias incidents occurring in town and, particularly, bias incidents occurring in Fairfield schools. While there are a number of local organizations addressing these issues, Fairfield lacks a centralized office to facilitate coordination.

Community Engagement - Rationale

The REJTF reviewed a wide range of reports from agencies and communities working on municipal racial and equity projects. This brief review of best practices forms the rationale for the formal recommendations to the Board of Selectmen.

Several national and state-wide organizations have developed models of community engagement to enhance community engagement in racial equity projects. The National League of Cities (NLC) has published a set of best-practices which municipal leaders can use to build collaboration and engagement to address racial inequities in their communities. These recommendations have also been endorsed by the Connecticut Council of Municipalities (CCM). They recommend that towns:

- Make a public declaration that racism and systemic racism affect the whole community. It is essential that town leaders explicitly state that racism and systemic racism exist in Fairfield and provide some historical context about how race and racism have influenced Fairfield's history
- Create a Community Visioning document about racial equity
- Build town-wide infrastructure to collect data on equitable allocation of resources
- Support and allocate resources to agencies and organizations already working on racial equity
- Dedicate new or existing resources to support racial equity initiatives across all town departments

Elected leaders must play a prominent role in setting town-wide racial and equity goals. These commitments must be both public and transparent to create the expectation that racial equity issues are relevant and meaningful to the whole community. A clear statement from town leadership creates the momentum and rationale for specific efforts to engage the whole Fairfield community. Many towns, as noted in the NLC report, have established regular community discussion forums. These forums are most successful when they are ongoing, formally scheduled, and advertised widely throughout the community. This formal coordination is key. The reports also stress the importance of reaching out to communities and locations within Fairfield who may not have easy and reliable access to digital information. Some communities

have established neighborhood engagement teams to maximize engagement with marginalized citizens

The CCM report also emphasizes the importance of directed outreach efforts. The report recommends that town's establish formal partnerships with organizations representing residents of color in order to secure feedback and advice on racial-equity related issues.

Community Engagement - Recommendations

- Create programming focused on diversity, equity and inclusion, to raise awareness of racism, bias, and systemic racism in Fairfield. These programs should prioritize input from BIPOC residents and should include training opportunities for leaders of community and youth organizations
- Establish Neighborhood Resource Teams to build relationships with marginalized groups or communities
- Maintain a community calendar on the Town of Fairfield website through which local organizations working on racial equity and justice education can promote upcoming events

We have identified the following community resources with which the Town should partner:

Fairfield Museum and History Center

Underrepresented Voices Initiative

<https://www.fairfieldhistory.org/library-collections/underrepresentedvoices/>

To commission a historian to elevate the histories of Black, Native, Asian, and other non-white populations in Fairfield

Fairfield Equity Coalition

<https://www.fairfeldequitycoalition.org/>

To develop dialogue with current students and alumni of the Fairfield Public Schools

Fairfield University

Asian Students Association

<https://www.fairfield.edu/undergraduate/student-life-and-services/student-diversity/affinity-clubs/index.html>

Black Student Union

Black Studies faculty and students

<https://www.fairfield.edu/undergraduate/academics/schools-and-colleges/college-of-arts-and-sciences/programs/black-studies/index.html>

“The Fairfield Slavery Project”

<https://digitalhumanities.fairfield.edu/slavery/>

Sacred Heart University

Black Student Union

<https://www.sacredheart.edu/sacred-heart-life/you-belong-at-shu/diversity-inclusion--multicultural-clubs/black-student-union/>

Fairfield Yabantu

<https://fairfielDYabantu.com/>

Sustainable Fairfield: Equity Committee

<https://sustainablefairfield.org/2020/09/29/an-action-plan-for-a-sustainable-fairfield/>

PTA Council Equity Project

https://www.nationalequityproject.org/?gclid=Cj0KCOiAt8WOBhDbARIsANOLp96sOAsgPbEyIv8OOoGE_fp3ebprhApUgUO6aI7HOwOLpseX1VTsz0aAtcbEALw_wcB

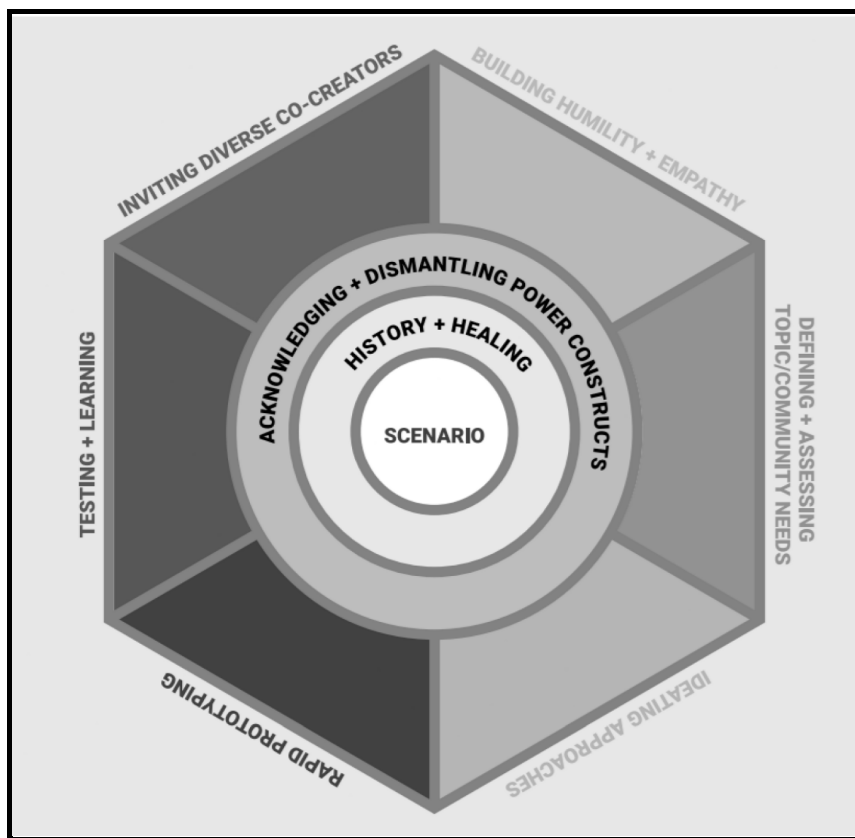
Inclusive Parents of Fairfield

<https://m.facebook.com/groups/189457772949219>

Additional Resources

Kellogg Foundation Truth, Racial Healing & Transformation

<https://healourcommunities.org/>



Creative Reaction Lab

<https://www.creativereactionlab.com/our-approach>

6. ARTS & CULTURE

“The function of art is to do more than tell it like it is - it’s to imagine what is possible.”

-Bell Hooks

Arts and Cultural organizations can bring the community together to tell diverse stories, address difficult topics, and create space for healing. By supporting diverse cultures through artistic expression, we can build a more interconnected town.



The ACLU asked 10 visual artists to create images of achieving [Systemic Equality](#)

Arts & Culture - Current Situation

Fairfield is fortunate to have a wealth of arts and cultural organizations within our town. These include the Fairfield Museum and History Center, the Fairfield Theater Company, the Quick Center for the Arts and Fairfield University Art Museum at Fairfield University, the Edgerton Center for Performing Arts at Sacred Heart University, and the SHU Community Theater. The three public libraries also play an important role in bringing arts and culture to the community, as do other local arts and culture organizations.

Arts and Cultural organizations are increasingly asking the question “What is our role in advancing racial equity and justice?” This may take the form of establishing plans for diversity, equity, and inclusion (DEI), asking how programming might better reflect the diversity of the community, or supporting community events that advance racial equity and justice. The Cultural Alliance of Fairfield County recently instituted “Collective Action Against Racism & Inequity,” a program that supports organizations and artists in their endeavors to develop antiracist practices, signaling that racial equity and justice is an important consideration for arts and culture in our area.

Additional Resources

Cultural Alliance of Fairfield County

<https://culturalalliancefc.org/resources/caari-resources/>

The Fairfield Museum and History Museum

<https://www.fairfieldhistory.org/exhibitions/past-exhibitions/>

Arts & Culture - Rationale

Arts and Culture organizations in Fairfield have the potential to help lead the Town towards racial equity and justice by: modeling organizational culture that is inclusive; providing space for diverse artistic voices to be heard; inviting all citizens to tell their stories; and providing a place that is welcoming for all residents to gather and experience healing through the transformative power of the arts.

Arts & Culture - Recommendations

- Encourage Arts and Cultural organizations to establish plans for diversity, equity, and inclusion and provide resources to support this process
- Invite Arts and Cultural organizations into community racial equity and justice planning forums
- Partner with Arts and Cultural organizations to present content that addresses issues of race identity, discrimination, and equality
- Establish a formal liaison between the permanent Commission on Racial Equity and Justice and representatives of Fairfield’s cultural organizations
- Engage the artistic community of Fairfield in conversations around race and racism
- Identify opportunities for public art around themes of race, racism, inclusion, diversity and marginalization

Additional Resources

<https://kresge.org/news-views/advancing-racial-justice-5-practices-to-adopt-from-arts-and-culture-organizations/>

<https://www.policylink.org/our-work/community/arts-culture>

<https://kresge.org/news-views/advancing-racial-justice-5-practices-to-adopt-from-arts-and-culture-organizations/>

<https://www.policylink.org/our-work/community/arts-culture>

<https://law.northeastern.edu/clic-advancing-racial-and-health-equity-through-the-arts/>

<https://kresge.org/news-views/commentary-eight-opportunities-to-advance-racial-justice-through-culture-and-creative-practices-insights-from-kresge-grantees/>

<https://www.arts.gov/about/news/2021/new-report-examines-role-arts-and-culture-fostering-social-cohesion-and-community-well-being>

<https://response.arts.ufl.edu/we-making-repository>

<https://www.racialequityalliance.org/2016/11/28/arts-strategy-build-racial-equity/>

<https://communitydevelopment.art/strategies/>

https://communitydevelopment.art/sites/default/files/Practices_for_Advancing_Social_Cohesion.pdf

<https://www.artplaceamerica.org/view/pdf?f=public://pictures/artplacefieldscancommunitywealth.pdf><https://www.policylink.org/our-work/community/arts-culture>

<https://artisttrust.org/resources/racial-equity-social-justice-resources-for-allies-orgs-poc/>



VI. CONCLUSION

“(My) hope for our community is that we discuss these important issues openly and learn from having honest conversations with each other, not just by making statements.”

~ First Selectwoman Brenda L. Kupchick,

{Excerpted from the Fairfield Patch: 'Really Powerful': Fairfield Students Walk Out to Protest Racism; May 24, 2021}

The Racial Equity and Justice Task Force is proud of the groundwork laid for an action plan around issues of race, equity, and justice in the Town of Fairfield. As a community, we must engage in more analysis, reflection, and **action** around the complex and difficult issues of race and racism for the health, safety, and well being of all residents of the Town.

The recommendations of the REJTF derive from our response to community members and rely on the best practices of other municipalities across the Country and from the National League of Cities (NLC).

A commitment to action begins with a proclamation acknowledging that racism exists in Fairfield (and perhaps declaring it a public health crisis), hiring a Director of Community Justice and Belonging, establishing a permanent Commission on Racial Equity and Justice, and examining the Town’s draft Strategic Plan and Town Charter through a lens of inclusion. Experts in the field of racial equity agree that we must commit to collectively normalize conversations about race: on-going conversations and continued dialogue on the deeply complex issues of race, racism and marginalization are essential. In their guide *Advancing Racial Equity In Your City*, the NLC quotes this response from a recent survey of mayors:

“I think the single most important thing I can do as the mayor would be a convener, a convener for these really hard conversations that we need to be having about how our police interact with our minority communities, how our minority communities are impacted by education and housing and transportation and poverty.”

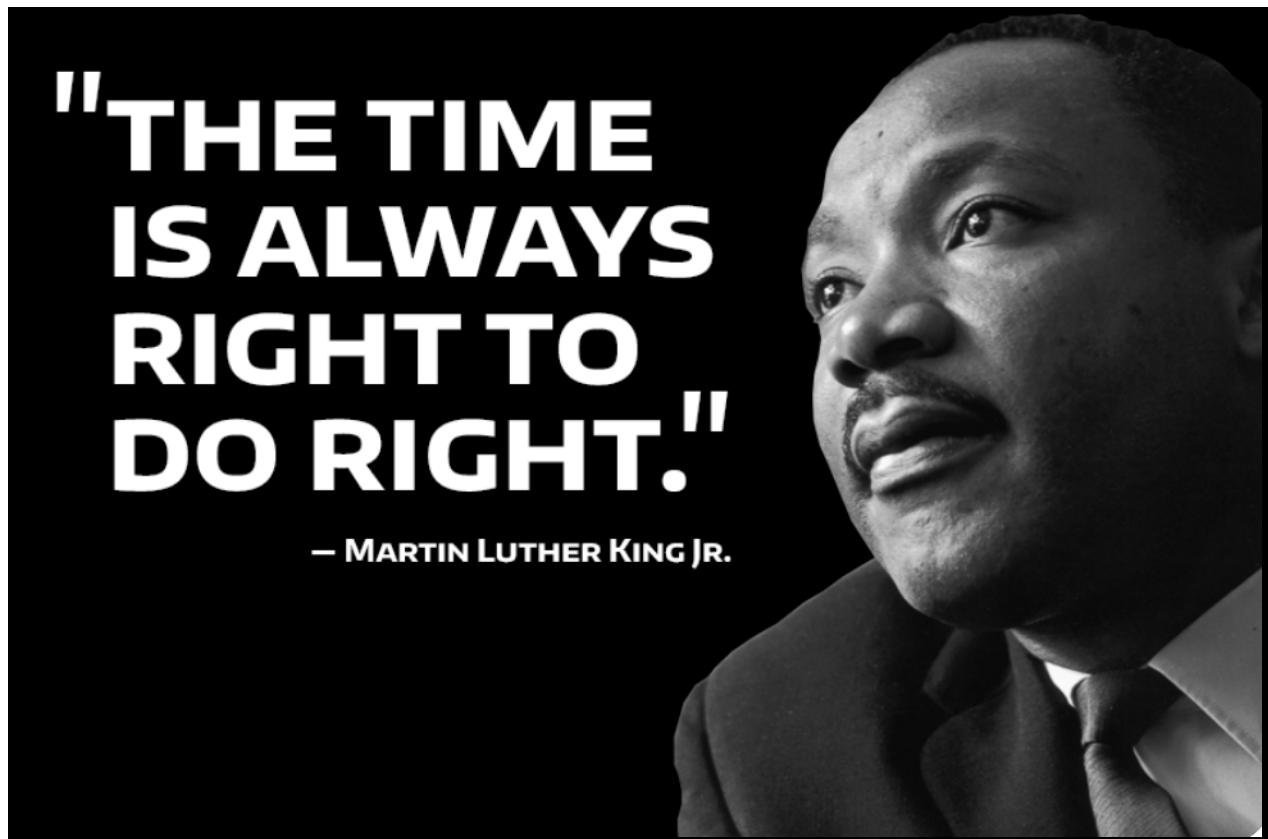
The recommendations in this report provide a roadmap for change that will require active engagement, bold leadership and ongoing collaboration between the community, town managers and employees, and the Administration.

Over the past fifteen months, the breadth and depth of engagement has been notable. We thank our fellow task force members, involved residents, Town employees, and community leaders for their passion and commitment to this important work.

The Racial Equity and Task Force is inspired by the honesty and courage of residents who shared their own personal stories of racism and prejudice. Their willingness to express the sometimes painful truth of their lived experience is humbling; it is in their honor we present this blueprint to the Board of Selectmen and the Town of Fairfield.

Blueprint for the Town of Fairfield, CT

Respectfully submitted by
The Racial Equity and Justice Task Force
January 31, 2022



Additional Resources:

[Amazon Link: https://www.amazon.com/dp/0060760907?tag=comsenmed07-20](https://www.amazon.com/dp/0060760907?tag=comsenmed07-20)

[Amazon Link: https://www.amazon.com/dp/0060838671](https://www.amazon.com/dp/0060838671)

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Amazon Link:

https://www.amazon.com/Eloquent-Rage-Feminist-Discovers-Superpower/dp/1250112575/ref=sr_1_1?s=books&ie=UTF8&qid=1507046877&sr=1-1&keywords=9781250112576

Amazon Link: <https://www.amazon.com/exec/obidos/ASIN/1476709130?tag=simonsayscom>

Amazon Link:

https://www.amazon.com/Genesis-Begins-Again-Alicia-Williams/dp/1481465813/ref=tmm_pap_swatch_0?encoding=UTF8&qid=&sr=

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Amazon Link: <https://www.amazon.com/Just-Mercy-Story-Justice-Redemption/dp/081298496X/>

Amazon Link: <https://www.amazon.com/Lovely-Jess-Hong/dp/1939547377>

Amazon Link: <https://www.amazon.com/Me-White-Supremacy-Challenge-Ancestor/dp/1728209803/>

Amazon Link:

https://www.amazon.com/New-Jim-Crow-Incarceration-Colorblindness/dp/1620975459/ref=tmm_hrd_swatch_0?encoding=UTF8&qid=&sr=

Amazon Link:

https://www.amazon.com/Tristan-Strong-Punches-Hole-Novel/dp/1368042414/ref=tmm_pap_swatch_0?encoding=UTF8&qid=&sr=

Embrace Race Link:

<https://bookshop.org/books/raising-our-hands-how-white-women-can-stop-avoiding-hard-conversations-start-accepting-responsibility-and-find-our-place-on-the-new-fr-9781713561941/9781950665075>

EmbraceRace Bookshop:

<https://bookshop.org/books/a-big-bed-for-little-snow/9780316478366?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/a-girl-like-me-9781541557772/9781541557772?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/a-map-into-the-world/9781541538368?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/black-is-a-rainbow-color/9781626726314?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/coming-on-home-soon/9780399237485?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/going-down-home-with-daddy/9781561459384?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/hammering-for-freedom-the-william-lewis-story/9781600609695?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/hands-up-9780525552314/9780525552314?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/my-papi-has-a-motorcycle/9780525553410?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

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EmbraceRace Bookshop:

<https://bookshop.org/books/seeing-into-tomorrow/9781512418651?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/side-by-side-lado-a-lado-the-story-of-dolores-huerta-and-cesar-chavez-la-historia-de-dolores-huerta-y-cesar-chavez-bilingual-spanish-english-c/9780061227813?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

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EmbraceRace Bookshop:

<https://bookshop.org/books/we-are-water-protectors/9781250203557?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/we-ve-got-the-whole-world-in-our-hands/9781338299502?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/when-aidan-became-a-brother/9781620148372?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/you-hold-me-up/9781459814479?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

EmbraceRace Bookshop:

<https://bookshop.org/books/your-name-is-a-song/9781943147724?aid=12256&listref=20-picture-books-for-2020-readings-to-embrace-race-provide-solace-do-good>

Google Book Link:

<https://books.google.com/books?dq=hirschfeld%202008&fbclid=IwAR2B2sLEEdvFh9OEJBFfKPP6nutK4Qtymd4XbYhqvHj7lFTUCsuVvK8Zjw6Y&id=d34N68eY-3QC&lpg=PP1&pg=PP1#v=onepage&q=hirschfeld%202008&f=false>

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<http://www.raceconscious.org/2016/06/100-race-conscious-things-to-say-to-your-child-to-advance-racial-justice/>
<https://ashaybythebay.com/products/the-proudest-blue-a-story-of-hijab-and-family>
<https://booksforlittles.com/black-women-makers/>
<https://booksforlittles.com/black-womens-history/>
https://booksforlittles.com/racial-diversity/?fbclid=IwAR39vJQOvCnHfHf0m66o67GnGgR9BuWclmDOJXBOuUwznl1-YxaZxSzM_14
https://bookshop.org/books/born-a-crime-stories-from-a-south-african-childhood/9780399588198?sscid=c1k4_xq4sp&utm_source=ShareASale&utm_medium=Affiliate&utm_campaign=314743&utm_term=1535322
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https://bookshop.org/books/stamped-racism-antiracism-and-you-a-remix-of-the-national-book-award-winning-stamped-from-the-beginning/9780316453691?sscid=c1k4_xq311&utm_source=ShareASale&utm_medium=Affiliate&utm_campaign=314743&utm_term=1535322
https://bookshop.org/books/when-we-were-alone/9781553796732?sscid=c1k4_xpzx4&utm_source=ShareASale&utm_medium=Affiliate&utm_campaign=314743&utm_term=1535322
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<https://www.booksandcranniesva.com/book/9780525518433>

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Raising Free People Link: <https://raisingfreepeople.com/podcast/>

REFUNDS SUBMITTED FOR APPROVAL
1/31/2024

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<u>2022 REAL ESTATE</u>						
CERVANTES LORENZO & HEIDI	2022 01 00020	\$2,422.53				OVERPAID IN ERROR
BODA RICHARD W	2022 01 01507	\$1,930.79				OVERPAID IN ERROR
GREVIOUS STEPHEN S	2022 01 19509	\$3,799.89				OVERPAID IN ERROR
LEYKIKH AMBER	2022 01 21806	\$6,446.28				PROP SOLD-NOT RESPONSIBLE
NEWMAN LISA H & JEFFREY	2022 01 23061	\$70.38				PAID IN ERROR-ESCROWS
TOTAL		<u>\$14,669.87</u>				
<u>2022 MOTOR VEHICLE</u>						
CAFIERO KAREN	2022 03 55294	\$4.57				OVERPAID DUE TO ADJUSTMENT
CAFIERO KAREN	2022 03 55295	\$46.35				OVERPAID DUE TO ADJUSTMENT
CAFIERO KAREN	2022 03 55296	\$140.63				OVERPAID DUE TO ADJUSTMENT
CAFIERO KAREN	2022 03 55297	\$15.10				OVERPAID DUE TO ADJUSTMENT
CASILLO ALISON C	2022 03 56110	\$63.58				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56414	\$608.72				OVERPAID DUE TO ADJUSTMENT
CERRONE VIRGINIA D	2022 03 56860	\$33.26				OVERPAID DUE TO ADJUSTMENT
DALEY DONALD F & PATRICIA A	2022 03 59492	\$83.40				OVERPAID DUE TO ADJUSTMENT
DAVIS JON B	2022 03 59796	\$20.09				OVERPAID DUE TO ADJUSTMENT
ELIAS KARL G	2022 03 62349	\$111.14				OVERPAID DUE TO ADJUSTMENT
EPNER ELISE	2022 03 62592	\$20.00				OVERPAID IN ERROR
ERAS PHILIP	2022 03 62622	\$63.50				OVERPAID DUE TO ADJUSTMENT
FINANCIAL EQUITY INC	2022 03 63766	\$19.25				OVERPAID DUE TO ADJUSTMENT
HARRIS GEORGE O	2022 03 68188	\$47.40				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69283	\$375.50				OVERPAID DUE TO ADJUSTMENT
HORAN RACHEL C	2022 03 69939	\$250.34				OVERPAID IN ERROR
HOURIHAN JOSHUA R & SUSAN D	2022 03 70051	\$102.61				OVERPAID IN ERROR
HOURIHAN SUSAN	2022 03 70056	\$65.06				OVERPAID IN ERROR
MAYER BARBARA H	2022 03 77644	\$161.00				OVERPAID IN ERROR
MERCADO STEPHANIE L	2022 03 78782	\$64.26				OVERPAID IN ERROR
MERCADO STEPHANIE L	2022 03 78783	\$16.56				OVERPAID IN ERROR
MOORE KEVIN P	2022 03 79706	\$181.16				OVERPAID DUE TO ADJUSTMENT
NICHOLS BONNIE H	2022 03 80865	\$12.22				OVERPAID DUE TO ADJUSTMENT
NISSAN INFINITI LT LLC	2022 03 81276	\$204.76				OVERPAID DUE TO ADJUSTMENT
OLEARY TANIA J	2022 03 82026	\$74.62				OVERPAID IN ERROR
PORSCHE LEASING LTD	2022 03 84262	\$81.46				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2022 03 84268	\$1,214.58				OVERPAID DUE TO ADJUSTMENT
PORTERA CAROL J	2022 03 84313	\$54.76				OVERPAID DUE TO ADJUSTMENT
PORUBAN BARBARA J & JOSEPH C	2022 03 84317	\$78.38				OVERPAID DUE TO ADJUSTMENT
REILLY THOMAS G & BETH G	2022 03 85379	\$344.29				OVERPAID DUE TO ADJUSTMENT
ROONEY JOSEPH A	2022 03 86329	\$131.50				OVERPAID DUE TO ADJUSTMENT
SAMUELSON JOSHUA D	2022 03 87252	\$708.25				OVERPAID DUE TO ADJUSTMENT
SERLIN ANN G	2022 03 88244	\$53.38	\$ 2.81			OVERPAID DUE TO ADJUSTMENT
SOREL CAROL E	2022 03 89596	\$46.68				OVERPAID DUE TO ADJUSTMENT
SPECTOR MARK	2022 03 89721	\$48.48				OVERPAID DUE TO ADJUSTMENT
STARK STEVEN	2022 03 89916	\$94.21				OVERPAID DUE TO ADJUSTMENT
STOUT TREVOR W	2022 03 90291	\$290.78				OVERPAID IN ERROR
SWEDBERG ERIC & COLLEEN	2022 03 90753	\$39.48				OVERPAID DUE TO ADJUSTMENT
TOOTHAKER BRIDGET F	2022 03 91866	\$51.74				OVERPAID DUE TO ADJUSTMENT
TOWER ELLEN P	2022 03 92025	\$36.36				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94333	\$541.18				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94342	\$300.92				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94348	\$728.56				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94349	\$721.40				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94350	\$529.94				OVERPAID DUE TO ADJUSTMENT

VCFS AUTO LEASING CO	2022 03 94358	\$720.76	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94362	\$684.64	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94366	\$590.28	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94371	\$540.56	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94415	\$62.40	OVERPAID DUE TO ADJUSTMENT
VERSEY VERONICA	2022 03 94707	\$65.47	OVERPAID IN ERROR
VW CREDIT LEASING LTD	2022 03 95517	\$175.90	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95773	\$177.04	OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 04 80049	\$228.61	OVERPAID DUE TO ADJUSTMENT
TARDE GERARD	2022 04 87063	\$126.88	OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$12,253.95</u>	<u>\$2.81</u>

2021 REAL ESTATE

LABELLA ANGELA MARIE	2021 01 01980	\$139.59	OVERPAID IN ERROR
GINA H MOSS REVOCABLE TRUST	2021 01 15760	\$48.95	OVERPAID IN ERROR
REGINA LOUIS III & LISA	2021 01 17123	\$23.46	OVERPAID IN ERROR
GARRETT CHRISTIAN F & TARA A	2021 01 19101	\$2,302.94	PAID IN ERROR-ESCROWS
TOTAL		<u>\$2,514.94</u>	

2021 MOTOR VEHICLE

BASS ROSEANN	2021 03 56289	\$444.22	OVERPAID DUE TO ADJUSTMENT
FARRELL ALISON M	2021 03 63046	\$135.16	OVERPAID DUE TO ADJUSTMENT
GUINTA KEITH F	2021 03 67320	\$12.61	OVERPAID IN ERROR
HEUN CULLEN S	2021 03 68592	\$19.35	OVERPAID DUE TO ADJUSTMENT
IACONO THOMAS C	2021 03 70487	\$12.98	OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$624.32</u>	

2021 SEWER USE

MORRIS MATTHEW & JESSICA	2021 08 07545	\$340.06	OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$340.06</u>	

2020 MOTOR VEHICLE

SHATNEY JOANNA	2020 03 87233	\$280.38	OVERPAID IN ERROR
TOTAL		<u>\$280.38</u>	

2020 SEWER USE

SCHAEFER TAYLOR MAX	2020 08 14582	\$264.96	OVERPAID IN ERROR
TOTAL		<u>\$264.96</u>	

TOTAL TAX	\$30,948.48
TOTAL INTEREST	\$2.81
<u>GRAND TOTAL</u>	<u>\$30,951.29</u>