

Board of Selectmen Meeting
October 14, 2020
Notice & Agenda

Notice is hereby given that the Westport Board of Selectmen will hold a public meeting on Wednesday, October 14, 2020 at 9:00 AM. Pursuant to the Governor's Executive Order No. 7B, there is no physical location for this meeting. It will be held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020. Emails to the Board of Selectmen *prior to the meeting* may be sent to selectman@westportct.gov. Comments to be read *during the public comment* portion of the meeting may be emailed to BOScomments@westportct.gov. Best efforts will be made to read public comments if they are received during the public comment period, include your name and are brief; no longer than 3 minutes. Agenda to include but not be limited to the following items and subject to revision:

1. To take such action as the meeting may determine to approve the Minutes of the Board of Selectmen's public meeting of September 23, 2020 and the Minutes of the Board of Selectmen's Special Public Meeting of September 30, 2020.
2. To take such action as the meeting may determine to approve the closure of Main Street from the intersection at Post Road East (Rte. 1) to its intersection at Elm Street from 6:00 AM to 7:30 PM on Sunday, October 25, 2020 for the DMA-sponsored Family Pumpkin Fest Event, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways.
3. To take such action as the meeting may determine to approve the Affiliation Agreement by and between the Town of Westport and Sacred Heart University (SHU) to provide for supervised practical experience and training with the Westport Volunteer Emergency Medical Service to students enrolled in the SHU Athletic Training Education Program.
4. To take such action as the meeting may determine to approve the one-year Lease Agreement between the Town of Westport and Philip Restieri for the rental of the town owned property known as 260 Compo Road South, Cabin 1.
5. To take such action as the meeting may determine to approve the Agreement between the Town of Westport and MUSCO Lighting, LLC for the replacement of field lights at Greens Farms School.
6. To take such action as the meeting may determine to approve the Agreement between the Town of Westport and Oval Tennis, Inc for annual maintenance of Har-Tru tennis courts at Longshore Club Park.
7. To take such action as the meeting may determine to approve the award of contract for Engineering Services for the Evaluation, Design, and Inspections of Rebuilding the Public Works Fueling Station and Replacing Oil Heating Tank at the Public Works Garage in the amount of \$61,300.00 to Salamone & Associates PC.
8. To take such action as the meeting may determine to approve the award of contract for the construction of Town Hall UPS and Power Redundancy Project #2019-10 in the amount of \$129,950.00 to Banton Construction of North Haven, CT.

It is the policy of the Town of Westport that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in a meeting or event due to a disability as defined under the Americans with Disabilities Act, please contact Westport's ADA Coordinator at 203-341-1043 or eflug@westportct.gov at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

9. To take such action as the meeting may determine to approve the Award of Design Contract for Sanitary Sewer Contract #72 and Pump Station #3 Pump Station and Force Main Evaluation and Upgrade in the amount of \$38,800.00 to CLA Engineers, Inc. of Norwalk, CT.

10. Acting in its capacity as the Water Pollution Control Authority, to approve the sanitary sewer connection for property located at 16 Sunrise Road, contingent upon compliance with the WPCA Collection System Supervisor's letter of September 25, 2020.

James S. Marpe, First Selectman
October 9, 2020

ITEM 1

1. To take such action as the meeting may determine to approve the Minutes of the Board of Selectmen's public meeting of September 23, 2020 and the Minutes of the Board of Selectmen's Special Public Meeting of September 30, 2020.

Board of Selectmen Meeting
September 23, 2020
DRAFT MINUTES

The Westport Board of Selectmen held a public meeting on Wednesday, September 23, 2020 at 9:00 AM. Pursuant to the Governor's Executive Order No. 7B, there was no physical location for this meeting. It will be held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

<https://view.earthchannel.com/PlayerController.aspx?&PGD=westportct&eID=1170>

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Peter Ratkiewich, Al D'Amura, Doug LoMonte, Gary Conrad, Bryan Thompson, Elio Longo, Natalie Carrigan, Eileen Zhang, presenters as noted in the minutes, and Eileen Francis, recording secretary.

Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, the Board approved including Item #9, which was posted as an Addendum to the original Notice and Agenda less than 24 hours before the noticed meeting.

Further, upon motion by Jim Marpe, seconded by Jennifer Tooker and passing by a vote of 3-0, the Board approved revising the order of presentation to allow for Item #9 to be heard immediately after Item #4.

MINUTES

1. Jennifer Tooker presented Item #1. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the Minutes of the Board of Selectmen's public meeting of September 9, 2020 and the Minutes of the Board of Selectmen's Special Public Meetings of September 4, 2020 and September 16, 2020 are hereby APPROVED.

ITEM #2 WAS WITHDRAWN

~~2. To take such action as the meeting may determine to approve the request to close the Town roadway known as Main Street from its intersection at Post Road East to #90 Main Street on Saturday, October 17, 2020 from 6:00 AM to 10:00 PM for the WDMA Fall Food Fest and Beer Garden Event, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways.~~

APPROVE EXTENSION TO OCTOBER 31, 2020 OF THE REQUEST TO CLOSE CHURCH LANE FROM ELM STREET TO POST ROAD

3. Westport DMA President Randy Herbertson presented Item #3. Mr. Herbertson explained the current set up and the positive reactions the DMA has received, noting the extension will be appreciated by the merchants and restaurants throughout the area. Staff Corporal Al D'Amura noted that there have been no issues or complaints. There were no additional comments from town departments. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that in accordance with the conditions stated in the original Board of Selectmen application approval an extension until October 31, 2020 for the closure of the Town roadway known as Church Lane from its intersection at Post Road to its intersection with Elm Street, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways. Is hereby APPROVED.

Item #4 added after Westport News Publication Deadline

APPROVE SOLAR POWER SERVICES AGREEMENT BETWEEN TOWN AND PLAINFIELD SOLAR 2, LLC

4. David Mann presented Item #4. Mr. Mann described the financial components and terms of the Agreement. Attorney Doug LoMonte stated that the Agreement passed legal review. Westport Public Schools Chief Financial Officer Elio Longo indicated the Agreement has the support of the BOE. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the Solar Power Services Agreement between the Town of Westport and Plainfield Solar 2, LLC as it relates to Virtual Net Metering Credits and Excess Credits available from the Provider's solar powered electric generating system is hereby APPROVED.

Item #9 was heard at this time

APPROVE AWARD OF RFP 21-00IT TO MACKIN EDUCATIONAL RESOURCES

9. BOE Director of Technology Natalie Carrignan presented Item #9. Ms. Carrignan provided background of the RFP and an overview of the services that will be provided for when the CMS Library will be opened. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that upon the request of the Finance Director and Westport Public Schools Chief Financial Officer, the award of RFP 21-00IT to Mackin Educational Resources as it relates to CMS Library Opening Day/New School Collection Services is hereby APPROVED.

APPROVE STATEMENT OF WORK BETWEEN THE TOWN OF WESTPORT AND JKS SYSTEMS, INC.

5. Information Technology Director Eileen Zhang presented Item #5. Ms. Zhang provided an overview of the product and how it would be implemented by users. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that, upon the request of the IT Director, the Statement of Work for the Microsoft active domain controller upgrade project between the Town of Westport and JKS Systems, LLC is hereby APPROVED.

ITEM #6 WAS WITHDRAWN

~~6. To take such action as the meeting may determine, upon the request of the IT Director, to approve the Master Customer Service Agreement between the Town of Westport and Darktrace Limited to utilize the Enterprise Immune System, Antigena Network Software, and Medium Appliance.~~

Items #7 & #8 are included in the WPCA Minutes of 09-23-2020

ADJOURNMENT

Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, the meeting was adjourned at 10:45 am.

Eileen Francis, Recording Secretary

DRAFT

WPCA Meeting
September 23, 2020
DRAFT MINUTES

The Westport Board of Selectmen, acting in its capacity as the Water Pollution Control Authority, held a public meeting on Wednesday, September 23, 2020 at 9:00 AM. Pursuant to the Governor's Executive Order No. 7B, there was no physical location for this meeting. It will be held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

<https://view.earthchannel.com/PlayerController.aspx?PGD=westportct&eID=1170>

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Peter Ratkiewich, Al D'Amura, Doug LoMonte, Gary Conrad, Bryan Thompson, Elio Longo, Natalie Carrignan, Eileen Zhang, presenters as noted in the minutes, and Eileen Francis, recording secretary.

APPROVE SPECIAL ASSESSMENT POLICY FOR PUMP STATION #2 CAPACITY UPGRADE

1. WPCA Collection Systems Supervisor Bryan Thompson presented WPCA Item #1 (BOS Item #7). Mr. Thompson provided background to the financials associated with the pump station upgrade process and the need to recuperate some of the associated costs through a special assessment on future developments on the west side of the Saugatuck River serviced by the station. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that upon the request of the WPCA Collection System Supervisor, the "Special Assessment Policy for Pump Station #2 Capacity Upgrade" as it relates to the policy and rate structure associated with the renovations to Pump Station #2 and its force main is hereby APPROVED.

Item #8 added after Westport News Publication Deadline

ACCEPT PETITION FOR INSTALLATION OF SANITARY SEWERS TO SERVICE WHITNEY, ROSEVILLE, ETC. (CONTRACT 73)

2. WPCA Collection Systems Supervisor Bryan Thompson presented WPCA Item #2 (BOS Item #8). Mr. Thompson provided the history of the petition(s), the recent activity with the petitioners, and administration of the Town Sewer Installation policy, including a proposed timeline of approvals associated with the project's construction and completion. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that upon the request of the WPCA Collection System Supervisor, and in accordance with the Procedure for the Installation of Sanitary Sewers, acceptance of the petition(s) from residents seeking sanitary sewer extensions to service Whitney Road, Roseville Road, Fernwood Road, Plumtree Lane, Pamela Place and Ledgemoor Lane (Contract 73) is hereby APPROVED.

ADJOURNMENT

Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, the meeting was adjourned at 10:45 am.

Eileen Francis, Recording Secretary

Board of Selectmen Special Meeting
September 30, 2020
DRAFT MINUTES

The Westport Board of Selectmen held a special public meeting on Wednesday, September 30, 2020 at 7:00 PM. Pursuant to the Governor's Executive Order No. 7B, there was no physical location for this meeting. It was held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

Link: <https://view.earthchannel.com/PlayerController.aspx?PGD=westportct&eID=1182>

AGENDA

To consider proposed alternatives for disposition of the excess fill associated with the expansion and site improvements at the Westport Center for Senior Activities (WCSA), and as appropriate, to take such action as the meeting may determine to select one alternative to pursue with the Planning & Zoning Commission.

Associated reports are available for review on the Town's website at
<https://www.westportct.gov/government/baron-s-south-stockpile-2019>

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Peter Ratkiewich, Darby Hittle, and Eileen Francis, recording secretary.

Mr. Marpe convened the meeting at 7:00 PM.

Director of Public Works Peter Ratkiewich presented the sole agenda item. Mr. Ratkiewich demonstrated engineering plans for three alternatives associated with the redistribution of the soil stockpile throughout the Baron's South property. A fourth alternative is to temporarily "do nothing" with the stockpile.

Mr. Darby Hittle, LEP of Thunderbird Environmental provided information related to the July 22, 2020 Environmental Report.

Mr. Ratkiewich referenced the landscaping plan for the Barons South property that the Parks & Recreation Department is in the process of developing. The agreed upon landscaping plans may have an impact on how the soil may be reasonably distributed to accommodate the future plans for the property.

Members of the public who sent email comments during the public comment portion of the meeting were: Lou Mall, Kristen Schneeman, and Wendy Batteau.

The Board determined that it would take "no action" at this time with the decision to revisit and reopen discussion if the proposed landscaping plans and associated permitting from land use and financial bodies is not underway in six months (March, 2021).

There was no vote taken on the item.

Upon motion by Jennifer Tooker, seconded by Melissa Kane and passing by a vote of 3-0, the meeting adjourned at 8:45 PM.

Eileen Francis
Recording Secretary

ITEM 2

2. To take such action as the meeting may determine to approve the closure of Main Street from the intersection at Post Road East (Rte. 1) to its intersection at Elm Street from 6:00 AM to 7:30 PM on Sunday, October 25, 2020 for the DMA-sponsored Family Pumpkin Fest Event, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways.



EVENT CHECKLIST and DEPARTMENT COMMENTS

Day, Date, Time of Event	Sunday, October 25, 2020 noon – 5 pm
Name of Event	Halloween Family Pumpkin Fest
Town Property	Main Street (1-90)
Event organizer	Westport DMA
Organizer Contact Info	Jacqui Bidgood, 612-419-9736, events1@westportdma.com
Set Up/Breakdown Times	6:00 am to 8:00 pm
Req to Depts Sent	10-06-2020
BOS Approval Date	<i>Scheduled 10-14-2020</i>
FINAL APPROVAL DATE	

	Date
Processing Fee	Waived (ok epf)
Bond	roll
Verified COI	
Verified Hold Harmless	10-06-2020
3 rd Party (if Applicable)	
Map/Route/Set-Up	10-06-2020
After Action Report	
Bond Returned	

Approvals/Comments Rec'd (see att)	✓
Chief of Police	✓
Fire Chief/Fire Marshal	✓
Director of Public Works	✓
Director of Parks and Recreation	✓
Director of Westport/Weston Health District	✓
Westport Library	n/a



EVENT CHECKLIST and DEPARTMENT COMMENTS

COMMENTS:

DATE:		
10-06-2020	<u>POLICE:</u>	No issues with PD, we will be working and assisting with this event. Thank you Foti Koskinas
10-06-2020	<u>FIRE:</u>	FD has no concerns. Chief Yost All participants/vendors/staff shall provide name and accurate contact information to facilitate Covid contact tracing, should it become necessary. If Covid conditions change prior to 10/25/20, the event may be cancelled at the direction of the WWHD. Nathaniel Gibbons Fire Marshal
10-06-2020	<u>PUBLIC WORKS:</u>	No issues DPW Peter Ratkiewich, P.E.
10-06-2020	<u>PARKS & REC:</u>	No issues for P&R, we will be working and assisting with this event. Jennifer A. Fava, MBA, CPRP
10-06-2020	<u>WWHD:</u>	I have reviewed the Family Pumpkin Fest proposal which appears to comply with the appropriate COVID19 safety precautions. However, because COVID19 seems to be enjoying a resurgence statewide, including a lesser yet measurable increase in Westport/Weston/Easton, if local transmission conditions change for the worse prior to the event, stricter controls and/or outright cancellation may have to be considered. Event organizers should be required to obtain the name and accurate contact information to facilitate COVID contract tracing, should it become necessary. And as always, if there will be food and/or beverage vendors selling goods to the public, they should be required to obtain Temporary Food licenses from the WWHD prior to the event. Mark A.R. Cooper, Director of Health
	<u>LIBRARY:</u>	n/a



WESTPORT™

EVENT CHECKLIST and DEPARTMENT COMMENTS

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OTHER NOTES AND COMMENTS:

PENDING

APPLICATION FOR USE OF TOWN-OWNED PROPERTY, FACILITIES AND/OR PUBLIC ROADWAYS

Completed applications must be submitted no later than 90 days in advance of scheduled event.

Applications not received 90 days in advance of scheduled event may not be approved.

NAME OF NON-PROFIT ORGANIZATION: Westport Downtown Merchants Association
 FUNDRAISING ENTITY: (If applicable) 501 (c) 6 Non-profit.
 ADDRESS: 56 Church Lane
 CONTACT: NAME: Jacqui Bidgood CELL NUMBER: 612 419 9736
 E-MAIL ADDRESS: Events1@westportdma.com
 NAME OF EVENT: Halloween Family Pumpkinfest
 INDIVIDUAL IN CHARGE ON-SITE ON DAY OF EVENT: NAME: Randy Herberkson CELL NUMBER: 203 981 5826.
 # OF PARTICIPANTS: 4 1 hr sessions of Admission Charge (IF ANY) *subject to raising
 DATE(S) OF EVENT: estimated 100 people per session. Spunscr income.
 START DATE AND TIME: Sunday 25th October. Noon-5:30pm event. END DATE AND TIME: _____
 (including set up) (including breakdown)
6.00am. 8pm.
 TOWN PROPERTY AND/OR ROAD(S) TO BE USED: 1 Main St to 90 Main Street.

**A LEGIBLE MAP OF THE ROUTE AND/OR EVENT SET-UP (INCLUDING PLACEMENT OF TENTS AND EQUIPMENT ON THE TOWN-OWNED PROPERTY) MUST ACCOMPANY THE APPLICATION.

Please check any of the following that will be brought onto, provided, or used at the event:

Food/Beverages Take home Pumpkins + Apples Alcohol Drones Automobiles Tents 10x10 only.
 Bouncy House _____ (Requires professional installation and trained staff on site.)

Third parties providing any of the above are required to sign the Town's Indemnity/Hold Harmless and provide Insurance.

BELOW FOR OFFICE USE ONLY:

INSURANCE & INDEMNITY AGREEMENT RECEIVED:	DATE
<u>Eileen Lavigne Flug, Assistant Town Attorney</u>	_____
APPROVALS:	
<u>Board of Selectmen/Traffic Authority/BOS Office</u>	_____
(BOS Approval Date, if applicable)	

Approvals/Comments	Date
Chief of Police	
Fire Chief	
Director of Public Works	
Director of Parks and Recreation	
Director of Westport/Weston Health District	
Westport Library	

	Completed
Processing Fee (\$100)	<u>roll from canceled event</u>
Certified Check (\$1000)	<u>roll</u>
Certificate of Insurance	
Indemnity/Hold Harmless	<input checked="" type="checkbox"/>
Map/Route/Set-Up	<input checked="" type="checkbox"/>
After Action Report	
Certified Check Returned	

HALLOWEEN

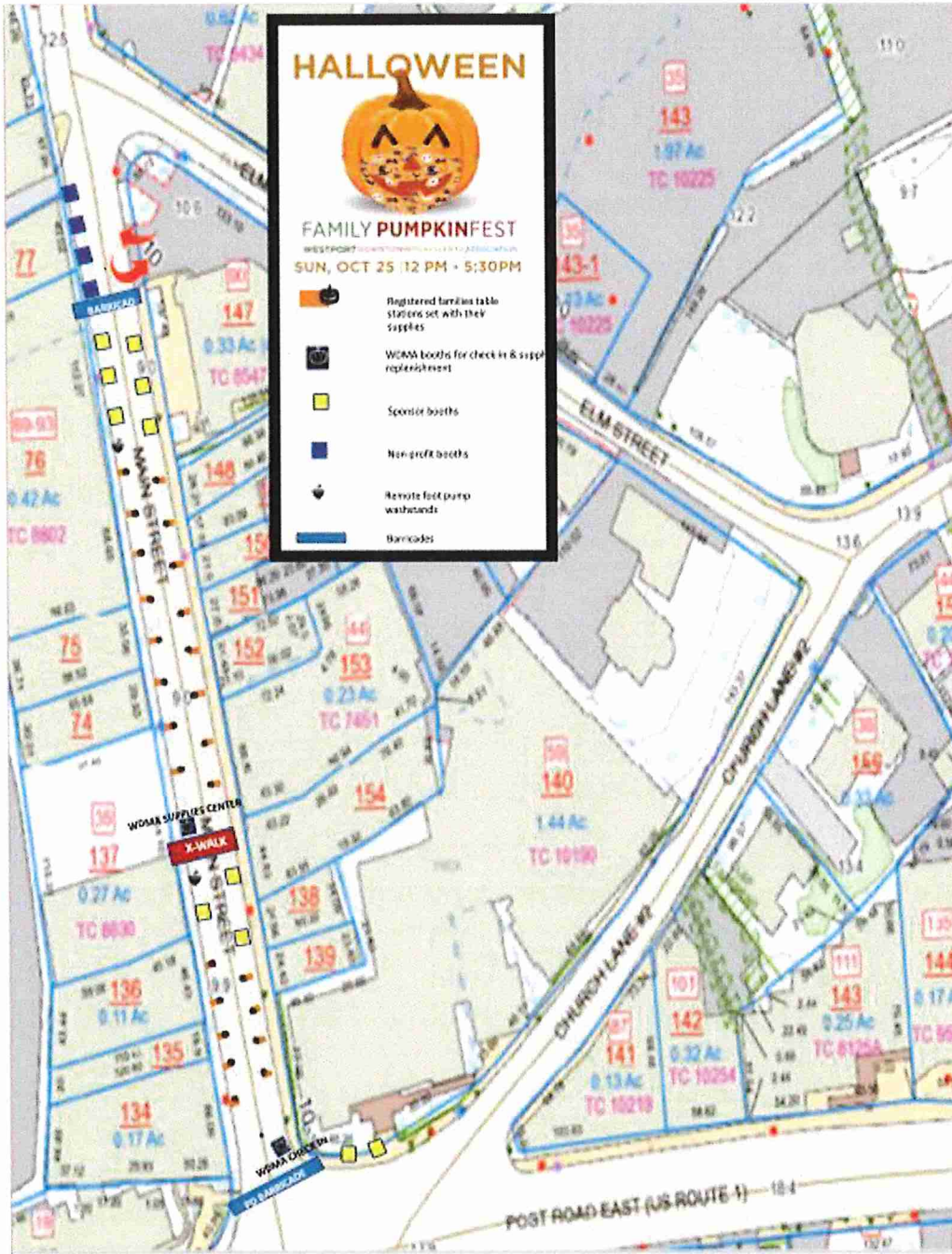
LOWER
MAIN
STREET



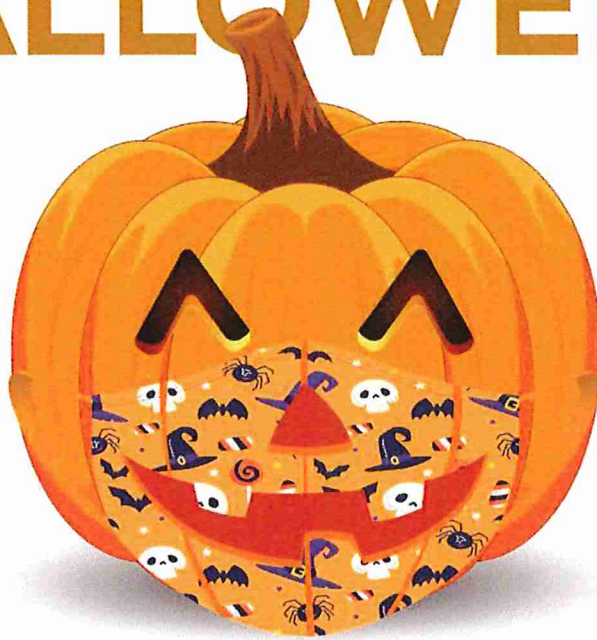
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FAMILY PUMPKINFEST

WESTPORT DOWNTOWN MERCHANTS ASSOCIATION
SUN, OCT 25 | 12 PM - 5:30 PM



HALLOWEEN



FAMILY PUMPKINFEST

WESTPORT DOWNTOWN MERCHANTS ASSOCIATION

SUN, OCT 25 | 12 PM - 5:30 PM

APPLICATION
NOTES
For Westport
BoS

CONCEPT

- Families pre-register for a table set with one pumpkin to take home for carving plus a pie sized pumpkin for each child registered to decorate with the family.
- Table will include a new decorating items and a bag of take home orchard fresh apples and a package of coupons & flyers from downtown merchants and sponsors.
- Each table will be reset with a craft paper cover for each of the four 1-hour sessions offered.
- WDMA aims for this to be a free activity (if we can raise enough sponsorship.)
- We are planning for 100 families to participate, 25 in each of four one-hour sessions which will enable us to keep below 150 people (including staff) in the activity area at any given time. Families are asked to wear costume.
- WDMA is working with community partners (One River, Staples H/S and MoCA Westport) to create hand painted murals on transportable plywood boards as selfie stations in a Halloween theme.

REGISTRATION

- We would like Westport Parks and Rec to offer the activity at its own website with a registration button that will link to the WDMA site.
- WDMA will also send families directly to its registration site through advertising and media coverage.
- Sessions (4) will be noon-1.00pm, 1.30pm-2.30pm, 3.00pm-4.00pm and 4.30pm-5.30pm.

SAFETY & COVID COMPLIANCE

- It is anticipated that most families will stand around their tables to work and each table will be spaced 12ft apart.
- Families will be required to wear masks.
- Families will be required to check a box at registration committing that they will not attend the event if anyone in their family feels unwell, is awaiting a COVID test result or has been around anyone who tested positive for Coronavirus.
- WDMA will place 10-12 sandwich boards inside and approaching the event site - advising all downtown patrons and participants to wear masks and remain socially distant with other groups.
- WDMA will place 6 hand sanitizer stations around the event site for everyone including shoppers to use.
- All participants are required to register and give names of all attending in their group for contact tracing if needed.
- WDMA will change over the table top in between families with new paper and all new items.
- WDMA event staff will wear masks at all times and gloves if attending to the pumpkin tables.
- WDMA staff will also be screened for health status upon arriving for their shift.
- All event staff will wear name tags.
- Event is subject to permit approval by Westport BoS.

OPERATIONS NOTES

- A notice of intent has been sent to merchants also highlighting ways to participate.
- WDMA proposes closing the block at 6.00am and re-opening by 8.00pm. Reminder notices will be distributed the day before the road closure.
- Residents of 90 and 115 Main Street still have full in and out access to their private lot and we will also inform them directly.
- Rain date is Wednesday 28th October.
- WDMA has a multi-event policy lodged with The Town which is endorsed for this event.
- Any on-site commercial sponsors will be required to provide a CoI and Third Party Hold Harmless to the Town of Westport.

PARTNERSHIP

- WDMA is partnering with Westport Parks and Rec Department as a producing partner to provide activity marketing, staffing resources and some services. Westport Police Department is offering an officer to monitor the traffic barricade at Post Rd.
- WDMA Role and contributions: conceive, plan and deliver the event. All artwork for event logos, and social media, artwork for printed on-site signage and marketing services. All core staff time in planning and execution. Insurance. Securing all supplies, logistical resources. Securing event staff.
- Fundraising. WDMA will work hard to secure funding from sponsor sources including on-site sponsors, other town departments, nonprofits and commercial interests.

ITEM 3

3. To take such action as the meeting may determine to approve the Affiliation Agreement by and between the Town of Westport and Sacred Heart University (SHU) to provide for supervised practical experience and training with the Westport Volunteer Emergency Medical Service to students enrolled in the SHU Athletic Training Education Program.

Francis, Eileen

From: Hartog, Marc
Sent: Thursday, September 24, 2020 1:41 PM
To: Francis, Eileen
Cc: Flug, Eileen; Koskinas, Fotios; Arciola, Samuel
Subject: Item for next BOS meeting

Hi Eileen,

Per Eileen Flug, please put the renewal of our Agreement with Sacred Heart University, for the Athletic Trainer Internship Program, on the next Board of Selectmen meeting. This is a renewal of the one year agreement we had with them for FY 2020, with the addition of automatic renewal language so as to avoid the need to come to the Board each year for renewal.

A copy of the agreement is attached.

Thank you

Marc E. Hartog, MPA, EMT-P
Deputy Director

Westport Emergency Medical Service

50 Jesup Rd
Westport, CT 06880
mhartog@westportct.gov
Office: (203) 341-6056
Cell: (203) 810-6183



Affiliation Agreement

This Affiliation Agreement (“Agreement”) is made as of _____, 2020, by and between **Sacred Heart University**, Fairfield, Connecticut (hereinafter referred to as the “University”), and the **Town of Westport** (hereinafter referred to as the “Town”).

WHEREAS, the University has established an Athletic Training Educational Program (the “SHU Program”); and

WHEREAS, the University desires that its students enrolled in the SHU Program be afforded the supervised practical experience and training of riding along in ambulances with the Town’s Emergency Medical Service (“Westport EMS”) (the ambulance experience and training program shall be referred to herein as the “EMS Program”); and

WHEREAS, the Town desires to provide the EMS Program to students in the SHU Program; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. PURPOSE OF THE AGREEMENT

It is the purpose of this Agreement to create an affiliation between the University and the Town under which the students of the University enrolled in the SHU Program receive supervised practical experience and training through the EMS Program.

B. RESPONSIBILITIES OF THE UNIVERSITY

The University shall:

1. Assume total responsibility and accountability for the planning and implementation of the curriculum and provide to students all textbooks, outlines and other educational material used in the EMS Program. The University is responsible for admission of students to the EMS Program in accordance with the University’s rules, prerequisite coursework, and regulations. The University will notify the Town, in advance, of the number of students prior to the start of the EMS Program.
2. The University will have responsibility for planning the schedule of student assignments and making all individual assignments in cooperation with the Westport EMS. The University will notify the director of the Westport EMS as soon as possible concerning any change in schedule necessitated by academic requirements.
4. Take appropriate action to ensure that all students comply with the rules and regulations, policies and procedures of the Town and the Westport EMS.
5. The University recognizes and acknowledges that its students in the EMS Program may have access to the protected health information of the Westport EMS patients, as

defined by the HIPAA Privacy Rule (42 C.F.R. Parts 160 and 164) (the "Privacy Rule") of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). The University shall require its students to enter into agreements with the Town in regards to any confidential material or information connected with the Town and/or the Westport EMS or any of its patients as set forth in Exhibit A (the "Student Agreement"). The University shall use commercially reasonable efforts to ensure compliance by students with the Town's and Westport EMS's policy on confidentiality. Students shall not use confidential patient information for any purpose other than treatment or education. Students shall comply with all applicable requirements of state and federal law for the protection of confidential patient information.

6. The University shall indemnify, defend and hold harmless the Town, its agents and employees, from bodily injury or property damage, costs and expenses including without limitation, reasonable attorneys fees arising out of, or caused by the negligent or intentional acts or omissions of the University, its agents, employees and students, excepting, however, claims and expenses arising out of bodily injury or property damage caused in whole or in part by the negligence or willful act or omission of the Town or its agents, representatives, employees, servants or invitees and claims for breach of privacy requirements if such breach is caused by an individual student as such breaches are covered by the Student Agreement. This paragraph shall survive the termination of this Agreement. The University's liability under this Section 6 shall be limited to the amount of the insurance required by Section 8 hereof, or the University's actual insurance coverage, whichever is greater.

7. Instruct students that all entries in a patient's record are subject to review by an employee of the Town.

8. Obtain the minimum insurance coverages described below and maintain such coverages for the life of this Agreement, or longer if otherwise required by this Agreement, from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. Such insurance shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, University's obligations under this Agreement and/or by anyone for whose acts said University may be liable. The University shall provide the Town with the amount of insurance provided in this Section 8 or the amount of insurance it actually carries, whichever is greater.

Before the execution of this Agreement by the Town, University shall provide the Town with certificates of insurance for each policy required by this Agreement. University shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

A. Workers Compensation:

University shall provide statutory workers compensation insurance required by law for its employees (students are not defined as employees per insurance contract) with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each

accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the Town.

B. Commercial General Liability Insurance:

University shall provide commercial general liability insurance including products and completed operations. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- i. The policy shall name the Town as an additional insured.
- ii. Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- iii. The policy shall contain a waiver of subrogation in favor of the Town.
- iv. Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and University.

C. Professional Liability Insurance:

University shall provide professional liability insurance covering each student participating in the EMS Program, for liability resulting arising out of any breach of duty, neglect, error, misstatement, or omission committed in the course of their duties. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$3,000,000 in the aggregate. The policy shall name the Town as an additional insured.

9. Regularly evaluate student performance in the EMS Program using evaluation forms provided by the University.

10. Withdraw any student from the EMS Program when that student becomes unacceptable to the Town for reasons of academic deficiency, failure to follow any of the Town's or Westport EMS's policies, other inappropriate behavior or health problems which jeopardize others. The University will deliver a written notice of withdrawal to the Town stating that it is withdrawing the student and specifying the effective date of such withdrawal. The Town may, at any time for the causes described above, request the University to withdraw any student from the EMS Program by mailing or delivering (including delivery by electronic means) a written request of withdrawal to the University specifying the cause and effective date of such withdrawal. The University shall immediately remove a student from assignment in the EMS Program upon the Town's request, who is unacceptable to the Town for reasons of health, conduct, performance of duties, failure to comply with its policies, procedures, rules or regulations, or other reasonable cause if such student's continued participation in the clinical program is detrimental to the student and/or any patient of the Town or Westport EMS.

11. Inform each student in the EMS Program that they are responsible for their own medical care, except in emergency circumstances. The cost of any medical care rendered by the Town or Westport EMS will be the responsibility of the applicable student.

12. Require each student to have passed a physical examination at the student's own expense, and to have a completed health record form on file at the University before the student is allowed to participate in the first assignment in the EMS Program. The health record must reflect the following immunizations and/or documentation: rubella, mumps, tuberculosis, tetanus booster (within ten years), history of measles or blood titer, history of chicken pox or blood titer, and hepatitis B vaccination or declination of the same. Students must comply with the Town's immunization requirements before the first assignment in the EMS Program.

13. Represent to its students that the Town does not assume responsibility for the cost of any student's transportation to or from the Town. Students are responsible for their own transportation to and from the Town and for the insurance of their vehicle as mandated by State statute or regulations.

14. Keep the students apprised of the policies of the Town and Westport EMS as communicated in writing by the Town to the University and the terms of this Agreement.

15. Inform its students that the Town will not be responsible for loss or damage to the personal property of students while on the Town's premises during the EMS Program.

16. Require that all students who participate in the EMS Program receive appropriate training and information in compliance with OSHA's Occupational Exposure to Bloodborne Pathogens when their duties at the Town could lead to such exposure. The students in the EMS Program shall receive printed and oral information and instructions in universal precautions for blood and body fluid borne pathogens in accordance with approved CDC guidelines prior to contact with clients and/or patients.

17. Provide the Town with evidence of such mandatory training or in-services (for safety, hazardous materials, use of electrical equipment, and background check) that has been provided to students in advance of the EMS Program.

18. Require students to wear University identification and a name tag while participating in the EMS Program.

C. RESPONSIBILITIES OF THE TOWN

The Town shall:

1. The Town's director of the Westport EMS shall consult with the appropriate University staff in selecting opportunities for student experience, subject always to the Westport EMS patients' rights under all applicable federal, state and local laws and regulations and all applicable policies, procedures, rules, regulations, standards and protocols of the Town and the Westport EMS, to refuse to be examined, observed or treated by students. The Westport EMS will use reasonable efforts, taking into account the nature of the emergency, to notify patients prior to their being examined, observed or treated by students.

2. Provide the students with an orientation to the policies and procedures of the Town and the Westport EMS in advance of their participation in the EMS Program.

3. Meet with the students that are enrolled in the EMS Program when necessary in the University's reasonable judgment to ensure that instruction is being properly coordinated and that all students receive adequate instruction, exposure and experience.

4. Ensure that the Town's staff and employees involved in the EMS Program are qualified to carry out the duties outlined herein.

5. Provide emergency care to students who become ill or injured during the EMS Program that is similar to the care that would be given to any visitor or employee. The students shall be financially responsible for this care and the University shall have no obligation to pay for any such care.

6. Maintain its responsibility and authority for defining patient/client care.

D. MECHANISMS FOR CONTINUED COOPERATION, REGULATIONS, AND REVIEW OF TERMINATION

1. Upon execution by both the University and the Town, this Agreement shall be in effect as of July 1, 2020, and it shall continue until terminated in writing by either party with 30 days' prior written notice to the other party. This agreement may be modified by written agreement signed by both parties.

2. The parties further agree to form a committee of University and Town representatives which shall meet to discuss problems, plans and to ensure the effective functioning of both Towns with regard to matters covered by this Agreement, which committee shall meet periodically as agreed upon.

3. Both the University and the Town understand and agree that no student is to be considered an agent or employee of the Town and as such shall not be compensated by the Town for services rendered pursuant to this Agreement.

4. Both the Town and the University reserve the right to defend themselves against any claim. The Town and the University agree to make all reasonable attempts to notify each other of a liability claim against any University student arising out of activities performed by said student while participating in the EMS Program provided under the terms of this Agreement when such claim becomes known.

E. MISCELLANEOUS

1. The University and the Town agree that there shall be no charges between the parties with respect to the services and responsibilities each undertakes to provide under this Agreement, but that each party receives value for the other performing under this Agreement.

2. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings of the parties with respect thereto and shall be governed and interpreted in accordance with the laws of the State of Connecticut.

3. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

F. EQUAL OPPORTUNITY POLICY

The University and the Town agree and warrant that, in the performance of this Agreement, they will not discriminate or permit discrimination against any person or group of persons in access to its programs or services or in its employment practices on the basis of race, color, marital status, ancestry, national origin, religious creed, age, sex, sexual orientation or mental retardation or physical disability, including, but not limited to, blindness, unless such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The parties further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment and admission practices of the parties as they relate to the provisions of Connecticut General Statutes Sections 4a-60, 4a-60a and 46a-56.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

TOWN OF WESTPORT

By: _____
James S. Marpe
First Selectman

Date

SACRED HEART UNIVERSITY

By: _____
Name:
Title:

Date

EXHIBIT A

STUDENT AGREEMENT

I, [print name] _____, understand that information I may obtain during the EMS Program (as defined in the Affiliation Agreement between the Town of Westport and Sacred Heart University) with the Emergency Medical Service of the Town of Westport (the "Town") may be confidential information and is protected by the HIPAA Privacy Rule (42 C.F.R. Parts 160 and 164) (the "Privacy Rule") of the Health Insurance Portability and Accountability Act of 1996, as-amended ("HIPAA") and other state and federal laws and regulations.

I agree that I will not disclose to any unauthorized parties any information received and/or generated through the course of the EMS Program. I agree to comply with HIPAA and all other state or federal laws and regulations.

I understand that unauthorized use or disclosure of protected information may subject me to criminal and/or civil penalties, fines and/or imprisonment.

I agree to comply with the Occupational Safety and Health Administration of the United States Department of Labor ("OSHA") regulations related to Occupational Exposure to Bloodborne Pathogens and all other applicable OSHA rules and regulations.

I agree to comply with the Centers for Disease Control and prevention of the United States Department of Health and Human Services ("CDC") guidelines related to contact with clients and/or patients at the Town.

I agree to follow all policies, procedures, rules and regulations of the Town.

I agree to provide evidence of passing a physical examination if requested and that I know of no health issues that would place any clients and/or patients at the Town at risk. I agree to comply with the Town's immunization requirements.

I agree that I am solely responsible for the cost of any medical care rendered to me by the Town.

I agree to comply with the Town's health insurance coverage requirements and to provide evidence of health insurance coverage if requested.

I agree that I am solely responsible for the cost of transportation to or from the Town.

I acknowledge that the Town will not be responsible for loss or damage to my personal property while on the Town's premises during the EMS Program.

I agree to wear University identification and a name tag at all times while participating in the EMS Program.

I agree to indemnify, defend and hold harmless the Town and the University, their respective officers, officials, agents, faculty, staff, students and employees from any and all claims, damages, liabilities, costs and expenses including without limitation, reasonable attorney's fees, arising out of, or caused by my negligent acts or omissions while on the Town's premises during the EMS Program.

I agree that I shall ensure that Sacred Heart University provides professional liability insurance, with limits not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, covering my activities in connection with the EMS Program, and I will present evidence of such coverage prior to the first class meeting date.

Sign Name: _____

Print Name: _____

Date: _____

ITEM 4

4. To take such action as the meeting may determine to approve the one-year Lease Agreement between the Town of Westport and Philip Restieri for the rental of the town owned property known as 260 Compo Road South, Cabin 1.

TOWN OF WESTPORT
LEASE AGREEMENT

I. PARTIES

This Lease made the ___ day of _____ 2020, between the Town of Westport, (hereinafter referred to as "Town"), and Phil Restieri (hereinafter referred to as "You").

II. PREMISES

The Town of Westport has rented to You and You have rented from the Town the premises at 260 Compo Road South, Cabin 1, Westport, Connecticut, together with any fixtures and appliances contained therein (hereinafter the "Premises").

You have examined the Premises and as of the date of this Lease, they are in good order and repair.

III. TERM

Unless earlier terminated, the term of this lease shall be for one year commencing November 1, 2020 and ending on October 31, 2021.

IV. RENT; SCHEDULE OF PAYMENTS

Commencing on November 1, 2020 ("Commencement Date") and continuing through October 31, 2021, You agree to pay a monthly rent of One Thousand Four Hundred Dollars (\$1,400.00). Payment shall be made on or before the first day of every month during the term of the Lease. Payments shall be made at the Department of Parks and Recreation, 260 South Compo Road, Longshore Club Park, Westport, CT 06880.

V. SECURITY DEPOSIT

You have deposited with the Town the sum of One Thousand Four Hundred Dollars (\$1,400.00) as a security for the full performance by You of all of Your covenants and agreements in this Lease. Upon Your full compliance with the terms hereof, the security will be returned to You, together with interest thereon as required by law, after the termination of the Lease.

VI. YOUR PROMISES AND OBLIGATIONS

1. You shall pay the rent punctually without demand.
2. You shall pay all charges for all operating expenses and all utilities on the Premises, including but not limited to fuel, telephone, gas, electric service, and garbage removal.
3. You shall remove all garbage, dirt, ashes, refuse, and waste from the Premises. You shall be

responsible for snow removal.

4. You shall make no alterations in the Premises, including without limitation painting and wallpapering, without the Town's prior written approval. Any alterations and improvements built or placed on the Premises, except moveable personal property, shall be the property of the Town and, unless otherwise agreed to, shall remain on the Premises upon the expiration or termination of this Lease.
5. You shall not cause or permit any waste or injury to the Premises, nor to the fixtures, trees, shrubs, or appurtenances on the Premises.
6. You shall keep all furniture, fixtures, and appliances that are included in the Lease in good order and repair, and You shall, at Your own expense, make all repairs to any furniture, fixtures, or appliances resulting from your misuse or neglect. You shall also make all minor repairs to the Premises. A "minor repair" shall be defined as any single item of repair costing \$250.00 or less.
7. You shall comply with all laws of the State of Connecticut and any and all rules, ordinances and regulations of the Town, as may relate to the Premises. You shall be responsible for all fines, penalties, and costs for any actual or threatened violation of any such laws, rules, regulations, and ordinances.
8. You shall not assign this Lease nor sublet all or any part of the Premises, or transfer the use or possession of any fixture or appliance, without the Town's prior written consent. You shall not use or permit the Premises to be used except as a private residence. The Premises shall not be used for any hazardous activity or for the purpose of carrying on any business, profession, or trade of any kind.
9. The Premises shall be occupied by no more than two adult persons without the prior written consent of the First Selectman.
10. You shall not permit the Premises to remain unoccupied for more than 10 days at one time without prior notice to the Town and its written approval.
11. You shall permit the Town or its agents to show the Premises to persons wishing to rent or purchase same during the last 30 days of the term of this Lease.
12. You shall permit the Town or its agents to enter the Premises at reasonable times and upon reasonable notice, to inspect or make necessary repairs. You will not unreasonably deny the Town the right to enter the Premises. The Town or its agents may enter the Premises at any time in case of emergency.
13. Upon the termination of this Lease or Your occupancy of the Premises, You shall surrender the Premises and any fixtures, furnishings and appliances to the Town in as good condition as they were at the beginning of this Lease, reasonable use and wear thereof and damage by the elements excepted. The Premises shall be left clean and in good order at the termination of this Lease.

14. You shall keep all furniture, fixtures, and appliances that are included in the Lease in good order and repair, at Your own expense.
15. You agree to use the same oil company for oil delivery and care and maintenance of the heating system as the Town presently uses.
16. You agree to leave the oil tank full at the end of the Lease.
17. You agree to maintain, throughout the term of this Lease, personal liability insurance for the benefit of both You and the Town in the amount of \$300,000.00. Said policy shall name the Town of Westport as an additional insured. Said policy is also subject to prior approval of the Town.
18. You shall deliver to the Town a certificate of insurance prior to execution of this Lease and a new certificate upon the renewal of any insurance policy.

VII. TOWN'S PROMISES AND OBLIGATIONS

1. The Town represents that it has good right to Lease the Premises to You.
2. The Town shall deliver the Premises to You in good condition, with all appliances and systems in working order.
3. The Town shall permit You to use and occupy the Premises for the term of this Lease upon Your paying the rent and performing Your covenants and agreements.
4. If the Premises shall be partially damaged by fire or other causes (other than Your fault or negligence), the Town shall make the repairs as speedily as possible, at its expense. There shall be an abatement of rent for the time during which the Premises are damaged.
5. If the Premises are rendered unusable by fire or other casualty, You may vacate the Premises and terminate this Lease. If You decide to terminate the Lease, You must notify the Town in writing within 14 days after vacating that You are terminating the Lease. The Town shall then adjust the rent proportionately.

VIII. ANIMALS

No pets or animals of any kind shall be permitted on the Premises without the prior consent of the Town.

IX. TERMINATION

1. The Town shall have the right to terminate this Lease, if:
 - (a) Any payment of rent shall remain due and unpaid for 15 days after it shall have become due and payable.

(b) You fail to comply with any other covenant or agreement set forth herein within fifteen (15) days of receiving notice of Your failure to comply with such covenant or agreement.

2. If this Lease is terminated, the Town shall give You notice to quit possession or occupancy of the Premises.

3. If the Town waives any default by You, that will not affect the Town's rights upon a subsequent default.

4. If You are in default under this Lease and if the Town refers the matter to an attorney, You will pay the Town reasonable attorney fees. You will also pay the Town all of its other collection costs and expenses. You will also pay the Town reasonable attorney fees and court costs in the event of any holdover rental.

5. If the Town has the right to terminate this Lease, it may recover possession of the Premises in accordance with the laws of the State of Connecticut.

XI. ABANDONMENT

If at any time during the term of this Lease You abandon the Premises, the Town may, at its option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to You for damages or for any payment of any kind whatever and may, at its discretion, as agent for You relet the leased Premises, or any part of the leased Premises, for the whole or any part of the then-unexpired term, and may receive and collect all rent payable by virtue of such reletting. The Town may hold You liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and the net rent for such period realized by the Town by means of such reletting.

If the Town's right of re-entry is exercised following abandonment of the Premises by You, then Town may consider any personal property belonging to You and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and is hereby relieved of all liability for doing so.

XII. HOLDOVER BY YOU

If You remain in possession of the Premises with the consent of the Town after the expiration of this Lease, a new tenancy from month-to-month shall be created between You and the Town which shall be subject to all the terms and conditions of this Lease Agreement, but which shall be terminated by 30 days' written notice served by either You or the Town on the other party.

XIII. GENERAL

1. This Lease may be enforced against both of Us, Our heirs, administrators, executors, successors and assigns.

2. You understand that the Town has prepared and presented to You this Lease in a good faith attempt to comply with Connecticut General Statutes Section 42-151, et seq., the so-called Plain Language Bill.
3. Notices may be sent to You at the address of the Premises. Notices may be sent to the Town at 110 Myrtle Avenue, Westport, CT 06880.

XIV. INDEMNIFICATION

You shall indemnify and save harmless the Town from any and all claims against the Town arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease where such accident, injury or damage results, or is claimed to have resulted from any of Your acts, omissions or negligence or your agents, employees, invitees or visitors.

XV. FAIR HOUSING POLICY

The Town of Westport does not discriminate against any person in the leasing of any Town-owned premises because of race, creed, color, sex, national origin, ancestry, sexual orientation, marital status, age, lawful source of income, familial status, learning disability or physical or mental disability.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned duly authorized representatives have set their hands and seals as of the _____ day of _____, 2020.

WITNESSES:

TOWN OF WESTPORT

By: James S. Marpe
First Selectman

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss. TOWN OF WESTPORT Date: _____

Personally appeared before me James S. Marpe as First Selectman of the Town of Westport, a Municipal Corporation, Signer and Sealer of the foregoing instrument, and he acknowledged that he is duly authorized, and he acknowledged the same to be his free act and deed and the free act and deed of the Town of Westport.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

WITNESSES:

PHIL RESTIERI, TENANT

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss. TOWN OF WESTPORT Date: _____

Personally appeared Phil Restieri, Signer and Sealer of the foregoing instrument, being duly authorized, he acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

ITEM 5

5. To take such action as the meeting may determine to approve the Agreement between the Town of Westport and MUSCO Lighting, LLC for the replacement of field lights at Greens Farms School.



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

October 6, 2020

James S. Marpe
First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

Dear Mr. Marpe:

The Westport Parks and Recreation Department respectfully requests to be placed on the Board of Selectmen agenda for the award of a contract to MUSCO Sports Lighting, LLC for the replacement of field lights at Greens Farms Field.

Sincerely,

Jennifer A. Fava
Director of Parks and Recreation

cc: Eileen Flug



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

MEMO TO: Board of Selectmen

MEMO FROM: Jennifer Fava, Director

DATE: October 7, 2020

RE: **Request for Contract with MUSCO Sports Lighting, LLC for Replacement of Lights at Greens Farms Softball/Baseball Field**

The sports field lights on the Greens Farms softball/baseball field are in need of replacement. This replacement has been on the Capital Five-Year Plan for some time and is listed for completion in FY19/20.

The current field lights are no longer sufficient as they do not meet current standards, nor do they provide the proper footcandles needed for safe illumination and light distribution of the playing area, especially for softball and baseball for which the field is designed and used.

The Department is requesting to replace the current lights with a MUSCO Lighting TLC for LED system. This system will now utilize LED, which will provide a cost savings, and the technology minimizes light spillage that can be disruptive to the surrounding area. This system comes with a 25-year product assurance and warranty program that eliminates 100% of maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels. In addition to the physical lighting system, this project (and pricing) includes MUSCO's Control Link system that allows for remote access, advanced scheduling and monitoring with 24/7 customer support. There is no additional charge for Control Link during the 25-year warranty period.

As allowed through the Town's Purchasing Procedure and Policy, Sourcewell, a Cooperative Purchasing entity, has been utilized for the contract pricing. Unanimous approvals were received from both the Board of Finance and RTM for funding in the amount of \$310,000.

Therefore, the Parks and Recreation Department requests the approval of the contract for this project between the Town and MUSCO Sports Lighting, LLC.

attachment

cc: Eileen Flug

THIS AGREEMENT (the “Agreement”) is made as of this _____ day of _____, 20____, by and between the **TOWN OF WESTPORT**, a municipal corporation in the County of Fairfield and the State of Connecticut (hereinafter called the "Owner") and **MUSCO SPORTS LIGHTING, LLC** (the “Contractor”), a limited liability company organized and existing under the laws of the State of Iowa.

WHEREAS, under a request for proposals entitled “RFP #071619 Request for Proposals for Sports Lighting with Related Supplies and Services,” which RFP was issued by Sourcewell, a State of Minnesota local government agency and service cooperative, the Owner selected the Contractor to submit a quote for field lighting at Greens Farms Field in Westport, Connecticut; and

WHEREAS, the Contractor submitted the Quote dated July 17, 2020 entitled Sourcewell Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023, Category: Sports lighting with related supplies and services” (the “Quote”); and

WHEREAS, the Owner desires to engage the Contractor to provide and install the field lighting as provided in this Agreement and as described in the Quote;

NOW THEREFORE, for and in consideration of the mutual agreements hereinafter mentioned and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Contractor will commence and complete the delivery to the Owner of all goods and services (including without limitation all “Work” as defined in the Contract Documents (as defined below)), provided for in the Contract Documents, which project shall be referenced as

**REPLACEMENT OF GREENS FARMS FIELD LIGHTS
SOURCEWELL CONTRACT NO: 071619-MSL
QUOTATION REFERENCE: 143730,**

within 180 consecutive calendar days of receipt of the Notice to Proceed from the Owner.

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

3. The Contractor agrees to provide all of the goods and services and perform all other obligations of the Contractor described in the Contract Documents for the sum of TWO HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$283,784.00), subject to additions and deductions as provided in the Contract Documents. The Owner will pay such amount to the Contractor in the manner and at such times as set forth in the Contract Documents.

4. The term "Contract Documents" means and includes this Agreement and all of the following documents, which are attached hereto as exhibits and which are incorporated herein by reference and made a part hereof with the same force and effect as if set forth fully herein:
 - Sourcewell Request for Proposals #071619 for Sports Lighting with Related Supplies and Services

- Sourcewell Proposal Opening Record
- Sourcewell Comment and Review
- Musco Sports Lighting LLC Quotation Ref: 143730, dated July 17, 2020
- 00500 General Conditions

In the seventh line of Section 25 (Indemnification) of the General Conditions, the words "...resulting therefrom; and is caused..." is hereby replaced with "...resulting therefrom, that is caused..."

5. The Owner and the Contractor shall perform their respective obligations and shall have their respective rights as provided in the Contract Documents. In case of any conflict or any inconsistency between any provisions of any of the Contract Documents, the provision that imposes the greater obligation on the part of the Contractor shall control.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. The Contractor shall not assign any of its rights or obligations under the Contract Documents without the prior written approval of the Owner. Any such attempted assignment without the approval of the Owner shall be void. No waiver of any provision of any of the Contract Documents shall be effective unless it is in writing. All provisions of the Contract Documents that by their terms are intended to survive completion of the delivery of the goods and services by the Contractor, shall so survive.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to application of its conflicts of laws principles that would require the application of any other law.

8. The Notice Address for the Town is:

Town of Westport, Attention, First Selectman,
cc: Town Attorney
110 Myrtle Avenue
Westport, CT 06880.

The Notice Address for the Contractor is:

Musco Sports Lighting, LLC

Attention: _____

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, 4 copies of this Agreement, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

_____ MUSCO SPORTS LIGHTING, LLC, CONTRACTOR
 BY _____ (L.S.)
 _____ NAME _____
 _____ TITLE _____
 _____ DATE _____

(SEAL)

ATTEST:

_____ TOWN OF WESTPORT
 BY _____ (L.S.)
 _____ JAMES S. MARPE, FIRST SELECTMAN
 _____ DATE _____

Approved as to Form:

**Approved as to Compliance
With the Town Charter:**

 Eileen Lavigne Flug
 Assistant Town Attorney

 Gary G. Conrad
 Finance Director

ATTACHMENTS:

- Musco Sports Lighting LLC Quotation Ref: 143730, dated July 17, 2020
- Sourcewell Request for Proposals #071619 for Sports Lighting with Related Supplies and Services
- Sourcewell Proposal Opening Record
- Sourcewell Comment and Review
- 00500 General Conditions

DRAFT

ITEM 6

6. To take such action as the meeting may determine to approve the Agreement between the Town of Westport and Oval Tennis, Inc for annual maintenance of Har-Tru tennis courts at Longshore Club Park.



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

October 6, 2020

James S. Marpe
First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

Dear Mr. Marpe:

The Westport Parks and Recreation Department respectfully requests to be placed on the Board of Selectmen agenda for the award of a contract to Oval Tennis, Inc. for annual maintenance of the Har-Tru tennis courts at Longshore Club Park.

Sincerely,

Jennifer A. Fava
Director of Parks and Recreation

cc: Eileen Flug

AGREEMENT

TOWN OF WESTPORT

PROJECT 21-006T: RECONDITIONING OF NINE (9) HAR-TRU TENNIS COURTS

This AGREEMENT (“Agreement”) is made as of the date written above the signatures hereto by and between the TOWN OF WESTPORT, a Connecticut municipality with an address at Town Hall, 110 Myrtle Avenue, Westport, CT 06880 (hereinafter referred to as the “Town”) and OVAL TENNIS, INC. a Connecticut corporation with an address at P.O. Box 189, Somers, NY 10589 (hereinafter referred as the “Contractor”).

WITNESSETH

WHEREAS, the Town wishes to effect the reconditioning of nine (9) Har-Tru tennis courts located at Longshore Club Park, Compo Road South, Westport; and

WHEREAS, the Town issued RFP Bid Number 21-006T, “Reconditioning of Nine (9) Har-Tru Tennis Courts” for such work (the “RFP,” a copy of which is attached hereto as Exhibit A); and

WHEREAS, the Contractor submitted a proposal for such work, dated September 30, 2020 (the “Contractor’s Proposal,” a copy of which is attached hereto as Exhibit B); and

WHEREAS, the Town selected the Contractor and desires to employ the services of the Contractor to complete the reconditioning of the tennis courts, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

ARTICLE I. CONTRACT DOCUMENTS

The Contract shall consist of this Agreement and the following additional documents, all of which are incorporated herein by reference and made a part of this Agreement with the same effect as though fully set forth herein:

Notice to Bidders, Bid Number 21-006T

General Conditions

Specifications for Longshore Tennis Courts (as used herein, the “Specifications,” which term shall also, for the purposes of this Agreement, be deemed to include the specifications for the Mid-Season Maintenance as listed in the RFP)

Proposal Form submitted by the Contractor dated September 30, 2020

Contractor’s 2021 Work Order: Mid-Season Maintenance schedule dated October 6, 2020 (attached hereto as Exhibit C)

Performance and Labor and Material Bond

ARTICLE II. SCOPE OF WORK; MID-SEASON MAINTENANCE

- A. Scope of Work. The Contractor shall furnish all machinery, appliances, tools, labor and materials and perform all the work required to recondition Nine (9) Har-Tru tennis courts located at Longshore Club Park, Compo Road South, Westport, for the 2020-2021, 2021-2022, and 2022-2023 tennis seasons in accordance with the Specifications and in accordance with such other terms and conditions as provided herein. For clarification:
- i. Section 4 of the “Work Included” portion of the Specifications requires only maintaining the current pitch of the courts and does not require a change in the pitch or a correction of the slope.
 - ii. In complying with Section 5 of such “Work Included,” the Contractor is authorized to use its reconditioning program for the high and low spots on the courts in lieu of scarification.
 - iii. In complying with Section 10 of the “Work Included,” the Contractor is authorized to use 2 ½ inch aluminum nails instead of 3 inch nails.
 - iv. In complying with Section 17 of the “Work Included,” the Contractor is authorized to use Tenex tapes instead of Har-Tru Classic Tapes.
- B. Mid-Season Maintenance. If requested by the Town in writing for any one or more years of this Agreement, the Contractor shall also provide Mid-Season Maintenance on a time and materials basis, as specified in the “Add Alternate: Mid-Season Maintenance” portion of the RFP, and on the terms and conditions of this Agreement. Mid-Season Maintenance shall comply with the terms of the Specifications. Notwithstanding the lump sum “Add Alternate

Cost” amounts for Mid-Season Maintenance provided in the Contactor’s Proposal, the Contractor agrees that Mid-Season Maintenance work shall be invoiced only for the actual time and actual materials used for such work, at the hourly rates and material costs provided in Exhibit C hereto. The rates and costs provided in Exhibit C shall apply to all three (3) years of this Agreement. Such rates and costs shall also apply to the two (2) additional years if the Town exercises its option to extend the term of this Agreement, unless the Contractor provides the Town with a new schedule of such rates and costs at least sixty (60) days prior to the expiration of the initial three (3) year term of this Agreement.

ARTICLE III. TERM; OPTION TO EXTEND; SURVIVAL OF TERMS; TIME OF COMPLETION

The term of this Agreement shall commence as of the date written above the signatures hereto and, unless earlier terminated pursuant to Article X, shall continue until April 30, 2023. The Town has the option to extend the term of this Agreement by an additional two (2) years, to April 30, 2025, by providing the Contractor with written notice of such extension, signed by the Town’s Director of Parks and Recreation, prior to April 30, 2023. The term of this Agreement may also be extended if the Town authorizes an extension of time for performance under the provisions of Article IV hereof, in which case this Agreement shall terminate upon the last date of such extension.

The provisions of Articles VIII (Warranties; Guarantees), XI (Insurance); XII (Liquidated Damages); and XIII (Indemnification) shall survive any expiration or termination of this Agreement, whether under this Article III or Article X or otherwise.

Subject to the provisions of Article IV, the Fall Work (as provided in the “Work Included” portion of the Specifications) shall be completed no later than the FIRST FRIDAY IN NOVEMBER of each year, and the Spring Work (as provided in the “Work Included” portion of the Specifications) to be performed under this Agreement shall be completed no later than the THIRD FRIDAY OF APRIL of each year (in either case, the “Completion Date”).

ARTICLE IV. EXTENSION OF TIME

If conditions beyond the control of the Contractor occur and cause delay, the Contractor may, within seven (7) days of such occurrence, request in writing from the Parks and Recreation Director, or

designee, an extension of time stating clearly the reason(s) therefore. The Parks and Recreation Director or designee may, at his or her discretion, grant such an extension in writing. No such extension of time shall be deemed a waiver by the Town of its rights to terminate the Agreement for abandonment or delay by the Contractor from full responsibility for performance of its obligations hereunder.

ARTICLE V. CONTRACT PRICE; PAYMENT

The Town shall pay the Contractor the annual amounts provided below as full compensation for the satisfactory completion of the Scope of Work set forth in Article II of this Agreement, for each year as specified below. The Contract Price shall be payable as follows:

<u>YEAR</u>	<u>ANNUAL PAYMENT</u>
2020-2021	\$25,800
2021-2022	\$27,000
2022-2023	\$28,300

In the event the Town exercises its option to extend the term of this Agreement for two (2) additional years, the Contract Price for those years shall be payable as follows:

<u>YEAR</u>	<u>ANNUAL PAYMENT</u>
2023-2024	\$28,300
2024-2025	\$29,600

The annual payments shall be made after completion of each year's work subject to the satisfactory inspection and acceptance of such work by the Director of Parks and Recreation or designee.

All payments shall be made thirty (30) days from the date of receipt by the Town's Finance Department of an invoice approved by the Director of Parks and Recreation.

Before issuance of any annual payment, the Contractor shall submit evidence satisfactory to the Town that all payrolls, material bills, subcontractors and any other indebtedness connected with the work have been paid.

ARTICLE VI. NATURAL DISASTER

Notwithstanding the provisions of paragraph 8 of the General Conditions and Article V hereof, if, during the term of this Agreement, the tennis court(s) are severely damaged as a result of a major storm event officially classified as a hurricane, tropical storm, or tornado, Contractor may submit a written quote for the cost of repairing the court(s). In the event the cost of repairs does not exceed fifty percent (50%) of that portion of the Contract Price payable in the year that the natural disaster occurs, and if Contractor's quote is reasonable in light of the damage sustained and the repairs needed, then upon the written direction of the Parks & Recreation Director, or designee, the Contractor shall repair the damage in accordance with the Specifications and other terms of this Agreement. If the cost of repairs exceeds 50% of that portion of the Contract Price payable in that year, then the Town shall have the right to put such additional work out to bid.

ARTICLE VII. CLEAN UP

Before the work in any year shall be considered complete, the Contractor shall remove from the tennis courts all rubbish, debris, unused and surplus material connected with the reconditioning of the tennis courts. Such materials may be stored on site in Longshore Park in a location selected by the Parks and Recreation Department.

ARTICLE VIII. WARRANTY; GUARANTEES

The Contractor hereby guarantees all work provided in the Specifications for a period of one (1) year from the date of completion and acceptance by the Town. The Contractor warrants to the Town that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted; that the work performed will be free from defects; and that the work performed will strictly conform to the requirements of the Specifications. All warranties contained herein shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE IX. INSPECTION

All material and workmanship shall be subject to inspection and examination by the Parks and Recreation Director or designee at any and all times. The Town shall have the right to reject defective workmanship or require its correction. Rejected workmanship shall be satisfactorily remedied without charge therefore. If the Contractor fails to proceed at once to remedy the

defective workmanship, the Town may terminate this Agreement as provided in Article X and may, by contract or otherwise, correct such workmanship and charge the cost thereof to the Contractor.

ARTICLE X. TERMINATION, REMEDIES

The Town may terminate this Agreement upon the occurrence of any of the following:

- (a) Failure of Contractor to fulfill any of its obligations under this Agreement and such failure continues for a period of seven (7) days after notice thereof is given to the Contractor.
- (b) Upon determination by the Director of Parks and Recreation or designee that the Contractor will not complete the work by the Completion Date.
- (c) In the event the Representative Town Meeting fails to appropriate funds sufficient to continue payments hereunder in which case this Agreement shall terminate upon thirty (30) days' written notice to Contractor without any further obligation on the part of the Town.
- (d) For any reason upon thirty (30) days' written notice to the Contractor.

In the event this Agreement terminates pursuant to paragraph (a) or (b) above, the Town, without prejudice to any other rights or remedies otherwise available to it may, upon seven (7) days' notice to the Contractor, take possession of the work and such materials as may be on the site and complete the work by contract or whatever method is expedient. In such case the Contractor shall not be entitled to any payments until the work is finished. The Contractor shall be responsible for the costs incurred by the Town for completing the work and such costs shall be deducted from any payment due Contractor pursuant to Article V. In the event this Agreement terminates pursuant to paragraph (c) and (d), Contractor shall be paid for all work performed to the date of termination.

ARTICLE XI. INSURANCE

The Contractor shall obtain the insurance coverages described below and maintain such coverages for the life of this Agreement, from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. Such insurance shall protect the Town from claims that may arise out of or result from the Contractor's obligations under this agreement or from the obligations of any subcontractor or any other person or entity directly or indirectly employed by said Contractor or

by anyone for whose acts said Contractor may be liable. The Contractor must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. The Contractor shall not commence work under this agreement until all insurance required of the Contractor has been procured and approved by the Town.

For each policy required by this agreement, Contractor shall, before the execution of this Agreement by the Town, provide the Town with certificates of insurance. Contractor shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

A. Workers Compensation:

Contractor shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation. Full compliance with the United States Longshoremen's and Harbor Workers' Compensation Act and the Jones Act is required where applicable.

B. Commercial General Liability Insurance:

Contractor shall provide commercial general liability insurance including products and completed operations. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.

- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the Contractor.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Contractor shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

D. Umbrella or Excess Liability Insurance:

Contractor shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C) above. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

ARTICLE XI. PERFORMANCE BONDS

Notwithstanding the provisions of paragraph 15 of the General Conditions, throughout the Term of this Agreement, Contractor shall furnish a Performance and Labor and Material Bond for the duration of this Agreement in an amount at least equal to ONE HUNDRED PERCENT (100%) of the highest annual contract amount of this Agreement, which is TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$28,200). Upon the Town's exercising its option to extend the term of this Agreement, the amount of the Bond shall be increased to TWENTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$29,600). The Bond(s) shall be security for faithful performance of the Contractor's performance of this Agreement and for the payment of all persons performing labor or finishing material in connection with this Agreement. The surety on each Bond must be a corporate surety licensed to sign surety bonds in the State of Connecticut and also listed by the U.S. Treasury Department in its latest list as a qualified surety

acceptable to the U.S. Government. The amount of the Bond may exceed the limit for which the U.S. Treasury Department has qualified the surety for any one bond, if the excess is reinsured with one or more other surety companies that are qualified on the U.S. Treasury Department list for an amount equal to the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the Bond.

ARTICLE XII. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE in the Contractor's performance of its duties under this Agreement, and liquidated damages of ONE HUNDRED DOLLARS (\$100.00) per day shall be withheld from payment by the Town in the event that the work is not completed by the Completion Date for the applicable Spring Work or Fall Work or if the Mid-Season Maintenance is not completed in one day. The Contractor acknowledges that in the event of such a failure to complete the work by the Completion Date (or within one day, for the Mid-Season Maintenance), the Town will suffer damages, that such damages are uncertain in amount, and that the amount stipulated herein is reasonable and not disproportionate to the amount of damage that the Town is likely to sustain in the event of such delay. The liquidated damages provided herein are not intended to and will not prevent the Town from pursuing any and all other remedies for breach of contract that are available to it in law or in equity.

ARTICLE XIII. INDEMNIFICATION

The Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons and to all property, caused by, or in any way resulting from, the execution of the work to be performed hereunder. Should any claims for such damage or injury be made or asserted, the Contractor agrees to indemnify, defend and save harmless the Town, its officers, officials, agents, servants and employees from and against any and all such claims and further from and against any and all loss, cost, expenses, liability, damages or penalties, including legal fees, that the Town may incur as a result of such claims.

ARTICLE XIV. INCONSISTENCIES

In case of any conflict or any inconsistency between the provisions of any Contract Document and the provisions of this Agreement, the provision imposing the greatest obligation on the Contractor shall control.

ARTICLE XV. MISCELLANEOUS

- (a) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. The Contractor may not assign or transfer its obligations under this Agreement without the express written permission in advance by the Town, in a writing signed by the Town's First Selectman.
- (b) This Agreement contains the entire understanding of the parties with respect to this subject matter, and may be amended only by a written instrument duly executed by all the parties, in a writing signed by the Town's First Selectman.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to application of its conflicts of laws principles that would require the application of any other law.
- (d) This Agreement may be executed and delivered in counterparts, and each of which is original, and such counterparts, together, shall constitute one and the same instrument.

[THE SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands this ___ day of _____, 2020.

WITNESSETH:

TOWN OF WESTPORT

By: _____
James S. Marpe
Its: First Selectman

WITNESSETH:

OVAL TENNIS, INC.

By: _____
Name:
Title:

APPROVED AS TO FORM:

Eileen Lavigne Flug
Assistant Town Attorney

**APPROVED AS TO COMPLIANCE
WITH THE TOWN CHARTER:**

Gary G. Conrad
Finance Director

EXHIBIT A: RFP Bid Number 21-006T, "Reconditioning of Nine (9) Har-Tru Tennis Courts"

EXHIBIT B: Proposal Form submitted by the Contractor dated September 30, 2020

EXHIBIT C: Contractor's 2021 Work Order: Mid-Season Maintenance schedule dated October 6, 2020

ITEM 7

7. To take such action as the meeting may determine to approve the award of contract for Engineering Services for the Evaluation, Design, and Inspections of Rebuilding the Public Works Fueling Station and Replacing Oil Heating Tank at the Public Works Garage in the amount of \$61,300.00 to Salamone & Associates PC.

ITEM 8

8. To take such action as the meeting may determine to approve the award of contract for the construction of Town Hall UPS and Power Redundancy Project #2019-10 in the amount of \$129,950.00 to Banton Construction of North Haven, CT.

10/9/2020

**BID 19-957T
TOWN HALL UPS
POWER REDUNDANCY**

BIDDERS:	TOTAL BID	NOTES
THE MERCURY GROUP STRATFORD, CT	\$174,894.49	
ALL ELECTRIC WEST HAVEN, CT	\$133,000.00	
BANTON CONSTRUCTION NORTH HAVEN, CT	\$129,950.00	
P.E.I. BETHLEHEM, CT	\$176,764.00	
NORTHEAST GENERATOR BRIDGEPORT, CT	\$226,400.00	

PRESENT: Richard Kotchko _____
and other interested parties

TYPED BY: Richard Kotchko _____

BID CLOSED: 11:00 A.M. EDT



WESTPORT, CONNECTICUT
WESTPORT, CONNECTICUT
OFFICE OF THE CONTROLLER
OFFICE OF THE FIRST SELECTMAN
TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
(203) 341-1030
(203) 341-1111 • (203) 341-1038 - fax
selectman@westportct.gov

TOWN OF WESTPORT, CONNECTICUT

NOTICE TO BIDDERS

BID NUMBER: 19-957T

Sealed bids for: **TOWN HALL UPS AND POWER REDUNDANCY
PROJECT #2019-10**

will be received by the Town of Westport until **11:00 AM, Friday, April 12, 2019** at:

Westport Town Hall, **Controller's Office, Room 313**, 110 Myrtle Avenue, Westport, CT 06880

No bids will be received after said hour. Copies of the bid documents may be obtained by downloading the information from the Town's website: www.westportct.gov/bids

The bid opening will take place in the Westport Town Hall Conference Room #309 immediately thereafter.

All bids are to be addressed to The Town of Westport, Finance Department - Room 313, Town Hall - 110 Myrtle Avenue, Westport, Connecticut 06880 in a sealed envelope which is clearly marked:

BID #19-957T: TOWN HALL UPS AND POWER REDUNDANCY

11:00 AM FRIDAY APRIL 12, 2019

The Town of Westport reserved the right to waive any defects and informality in the bidding or in any bid, to reject any or all bids for any reason whatsoever and to accept that bid deemed to be in the best interest of the Town of Westport.

Gary Conrad
Finance Director

TOWN OF WESTPORT, CONNECTICUT

GENERAL CONDITIONS

BID NUMBER: 19-957T

**TOWN HALL UPS AND POWER REDUNDANCY
PROJECT #2019-10**

I. PREPARATION OF PROPOSALS

"Proposal Forms" shall be furnished by the Town of Westport with all "Specifications", and the Bidder is required to use said forms to submit her/his proposal intact to the Finance Director. All blank spaces must be filled in with ink, as noted. No changes shall be made in the forms. The Bidder shall sign her/his "Proposal Form" in the blank spaces provided for this purpose. If the proposal is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated together with the names and addresses of the partners or officers. If the proposal is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation, by one of the officers.

II. EXEMPTION FROM TAXES

Purchases made by the Town of Westport are exempt from payment of Federal Taxes and Connecticut Sales and Use Taxes. Such taxes must not be included in the Bid price of all items or materials permanently incorporated into the work or furnished to the Town of Westport under the Contract.

III. SUBMISSION OF PROPOSALS

Each "Proposal Form" submitted must be enclosed in a sealed envelope which is clearly labeled with the Bid Contract to which it refers. This envelope shall then be placed in an outer envelope which shall be securely sealed and addressed to the Finance Director, Town Hall - Room 313, 110 Myrtle Avenue, Westport, Connecticut 06880. It shall bear the name and address of the Bidder and the designation of the Bid Contract to which the proposal refers.

IV. RECEIPT OF PROPOSALS

"Proposal Forms" shall be received at the Finance Department, Town Hall - Room 313, 110 Myrtle Avenue, Westport, Connecticut 06880 until the time and date as shown in the "Invitation to Bid".

V. BID SECURITY

All bids must be accompanied by a bid bond in the amount of 15% of the bid. Bids that are not accompanied by a bid bond will be deemed non-responsive.

VI. WITHDRAWAL OF PROPOSALS

The Bidder may withdraw any proposal prior to the scheduled time for the receipt of Bids or authorized postponement thereof, provided the Bidder's request for the withdrawal be delivered to the Finance Director before the Proposals are opened. No Bidder may withdraw

her/his proposal within ninety (90) days after date of opening thereof.

VII. QUALIFICATIONS OF THE BIDDER

The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

The Town reserves the right to reject any proposal if the evidence submitted by or investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein, or has previously failed to properly perform or complete on time any contract.

VIII. OBLIGATION OF THE BIDDER

At the time of the opening of the Bids, each Bidder will be presumed to have bid to the "Conditions" and "Specifications", and to have read and be thoroughly familiar with the Bid documents, and no allowance will be made for failure to have done so.

IX. METHOD OF AWARD

A Purchase Order (Contract Award) will be issued as soon as possible after the Bid opening date subject to appropriation for the purpose. Immediately after receipt of the Purchase Order (Contract Award), the Supplier will forward a formal acknowledgement of said Purchase Order (Contract Award) to the Finance Department.

X. CONTRACTOR'S INSURANCE

The Contractor shall not commence work until s/he has obtained insurance required under this heading and such insurance has been approved by the Town Attorney, nor shall any subcontractor be permitted to commence work on her/his subcontract until similar insurance has been obtained and approved. The insurance required shall be maintained in force until all work to be performed under the terms of the Contract is completed.

An insurance certificate from the Contractor and/or its subcontractor evidencing the following insurance:

A. Workers Compensation:

Contractor shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation.

B. Commercial General Liability Insurance:

Contractor shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable.

GENERAL CONDITIONS (cont.) – BID #19-957T

Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the Contractor.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Contractor shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

D. Commercial Umbrella or Excess liability

Contractor shall provide commercial umbrella or excess liability insurance in an amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

The insurance certificates submitted hereunder shall provide that the insurer shall give the Town written notice at least thirty (30) days in advance of any termination, expiration or changes in coverage.

Any assignment or subcontracting by the Contractor of its rights or duties, without the prior written approval of the Town of Westport shall be grounds for immediate termination of contract under these provisions.

XI. PAYMENT

Payment shall be made after completion of the required work, and upon acceptance by

GENERAL CONDITIONS (cont.) – BID #19-957T

PETER RATKIEWICH, PUBLIC WORKS DIRECTOR, within thirty (30) days after such acceptance when an invoice is rendered by the Vendor to the Finance Director for the amount due.

XII. ACCEPTANCE WAIVER

The Town of Westport reserves the right to waive any defects and informality in the bidding, or in any bid to reject any or all bids for any reason whatsoever and to accept that bid deemed to be in the best interests of the Town of Westport.

XIII. PREVAILING WAGE

This Contract is not subject to Prevailing Wage provisions.

XIV. CONTRACT SECURITY

No bond will be required for this contract.

XV. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Time for Completion of the work shall be 60 days. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner, liquidated damages in the amount of \$200.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer:

- a. to any preference, priority or allocation order duly issued by the Owner;
- b. to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather;
- c. to any unforeseeable requirements imposed by State or Local Regulatory agencies that affect the progression of the work;
- d. to any delays of Subcontractors occasioned by any of the causes specified above;
- e. to any delays caused by Public Utilities or their Subcontractors that affect progression of the work; and,
- f. to any delays caused by procurement of specialized equipment or materials that are approved by the Owner in advance.

XVI. SUSPENSION OF WORK, ESCALATION, AND TERMINATION

The Contractor's Bid shall be considered fixed for 4 months from the Bid date. Within 10 days of issuance of a Purchase order or Contract, (Contract Award), the Contractor shall supply the Owner with a schedule of labor mark up for Insurance and Taxes, and equipment rates, to be used in the event of cost plus work.

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than six months, or such further time as agreed upon by the Contractor, by Written Notice to the Contractor which notice shall fix the date on which Work shall be resumed. The Contractor will be allowed an extension of the Contract Time directly attributable to any suspension.

After 4 months from the bid date, the Contractor may submit to the Owner, and the Owner may consider, evidence of price escalation, on any of the bid items. The Owner shall have the option at this time to pay the escalation or to terminate the contract within 10 days of Written Notice to the Contractor.

If the Owner Terminates the Contract, the Owner shall pay for all materials purchased by the Contractor for the work and delivered to the site of the work, or other location as directed, including reasonable cost to deliver based on the Prevailing Wage schedule for Labor plus the labor mark up, and equipment rates submitted at the time of award.

**TOWN HALL UPS AND POWER REDUNDANCY
PROJECT #2019-10**

*HP Project #19005
February 1, 2019*

SPECIFICATIONS

Scope of Work:

The objective of the construction project is to provide a new central UPS system with extended battery run time and emergency distribution system to serve the Town Hall's central telephone system and information technology data network. The new UPS system shall be located in the attic of the town hall and shall serve dedicated UPS panels located in the basement telephone equipment room and the upper floor computer center. New isolated ground receptacles shall be provided to serve the existing critical telephone room rack equipment and computer room rack equipment.

In addition to the new UPS and emergency distribution, a redundant non-automatic transfer switch shall be provided and wired to serve the existing non-critical HVAC equipment loads serving the basement telephone equipment room and the upper floor computer center. The emergency side of the non-automatic transfer switch shall be equipped with a 200 amp temporary mobile generator pin and sleeve connection receptacle.

Drawing List (dated 02/01/2019):

Title

E-1	1 st , 2 nd , & A Levels Electrical Plan
E-2	3 rd & B Levels Electrical Plan
E-3	4 th , 5 th , C & D Levels Electrical Plan
E-4	6 th , 7 th , E Levels Electrical Plan
E-5	Penthouse Electrical Plan
E-6	Electrical Specifications

SPECIFICATIONS (cont.) – Bid #19-957T

Additional Project Information:

Project Location:

Westport Town
Hall 110 Myrtle
Avenue
Westport, CT 06880

Town of Westport Contact Person:

Mr. Michael S. Frawley
Superintendent of Buildings Maintenance
Town of Westport
300 Sherwood Island
Connector Westport, CT
06880

Phone: (203) 341-5082
Fax: (203) 341-5081
Email: mfrawley@westportct.gov

Site Visitation:

There will be a mandatory contractor's walk-thru of the construction site for all bidding contractors at the project site on Wednesday, 04/03/2019, at 11:00 am. Please contact Mr. Frawley if you cannot attend.

Schedule:

1. Availability of construction drawings and bid documents on Monday, 03/25/2019.
2. Bids due on Friday, 04/12/2019, 11:00 am Please see Notice to Bidders for Instructions on how to submit bids
3. Contract awarded by Westport Board of Selectmen, Wednesday, 04/24/2019.
4. Construction to be completed in accordance with General Conditions and these Specifications

Additional Project Requirements

1. The Contractor shall provide the Town of Westport a firm, fixed price including costs of all required material and labor, costs of all required permits, and any applicable taxes.
2. The Contractor shall include in his price, the cost of any/all overtime labor required to complete the project by the required due date.
3. The Contractor shall furnish the Town of Westport with Certificates of Insurance for the General Contractor and all sub-contractors to work on the project in accordance with the General Provisions.
4. The Contractor shall procure applicable construction building permits for the project from the Town of Westport Building Department. Copies of referenced permits shall be forwarded to the Town of Westport.
5. The Contractor shall furnish a list of all proposed sub-contractors he plans to utilize on the project along with his bid.
6. The Contractor and all of his subcontractors shall be licensed to perform his trade in the Town of Westport. The Contractor shall forward copies of all licenses for all contractors to work on the project to the Town of Westport.
7. The Contractor shall abide by all the Town of Westport requirements for fire, safety, and security standards when on the Town of Westport property.
8. The Contractor shall park his vehicles only where directed by the Town of Westport construction representatives when on the Town of Westport site.
9. The Contractor shall conduct weekly construction coordination meetings on site with all sub-contractors, owner's representatives, and the Architect/Engineer in attendance.
10. The Contractor shall issue a detailed construction schedule upon authorization to proceed identifying all key milestones, etc.
11. The Contractor shall warranty all work completed on the project for a period of one year from the date of final acceptance of the project by the Town of Westport.
12. The Contractor shall furnish the Town of Westport with a Waiver and Release of Liens Form upon completion of the project to indemnify and hold harmless the Town of Westport from the Contractor and his sub-contractors.
13. All work performed on the project shall be completed in strict conformance with all

SPECIFICATIONS (cont.) – Bid #19-957T

applicable Federal, State, and local codes (current editions).

14. All construction materials, equipment, tools, etc., shall be stored on site only where designated by the Owner's representatives.
15. All workers shall wear approved safety glasses with side shields and approved hard hats when entering and occupying the construction area.
16. The Contractor shall furnish and install OSHA-approved barricades and signage to clearly identify the construction area and to protect the Town of Westport employees and visitors from construction activities.



WESTPORT, CONNECTICUT
 THE TOWN OF WESTPORT, CONNECTICUT
 OFFICE OF THE FIRST SELECTMAN
 TOWN HALL, 110 MYRTLE AVENUE PROPOSAL FORM
 WESTPORT, CONNECTICUT 06880
 (203) 341-1111 • (203) 341-1038 BID NUMBER: 19-957T
 selectman@westportct.gov

Town of Westport
 300 Sherwood Island Connector
 Westport, CT 06880

Attention: Mr. Richard Kotchko
 Westport Purchasing Agent

Reference: TOWN HALL UPS AND POWER REDUNDANCY-PROJECT #2019-10

Dear Sir:

We hereby submit our proposal for the referenced project as outlined on construction drawings and associated Bid documents prepared by HP Engineering Consulting Engineers, P.C., of North Haven, Connecticut, dated February 01, 2019.

Having visited the site and having examined conditions affecting the work, we propose to furnish all labor, materials, equipment, and supervision called for by the General Conditions, the Bid Documents and construction drawings outlining the project.

Our total fixed fee for the project including insurance, applicable fees, applicable taxes, etc., shall be:

\$ _____

Price in figures

_____ dollars and _____ cents

Price in words

Company Name _____

Address _____

Signatory Name _____

Signatory Title _____

Signature _____ Date _____

****BIDDERS MUST FILL OUT AND SIGN PAGE PF-2 OF THE PROPOSAL FORM AS WELL****

WESTPORT, CONNECTICUT



Construction shall be completed within _____ calendar days from authorization to proceed.
OFFICE OF THE FIRST SELECTMAN

TOWN HALL, 110 MYRTLE AVENUE

We can commence work on the project within _____ days of authorization.

(203) 341-1111 • (203) 341-1038 - fax

selectman@westport-ct.gov

We hereby acknowledge receipt of the following Addenda (if none- indicate "none")

Addendum No. 1 dated _____

Addendum No. 2 dated _____

Addendum No. 3 dated _____

We understand that the above quoted sum includes all compensation we are to receive for the referenced contract work with the exception of any/all changes to the Bid documents requested by the Town of Westport in writing.

Further, any changes in labor or materials cost will not increase the cost of the contract, but are taken into consideration when quoting the project. The below quote includes all items covered under the covered in the construction drawings and associated Bid Documents bid Package.

The undersigned attests that this Bid is to the "Conditions" and "Specifications" except as noted here and on separate typewritten pages (if necessary) included with and made a part of this Bid.

EXCEPTIONS (if any): _____

The Town of Westport reserves the right to waive any defects and informality in the bidding, or in any bid, to reject any or all bids for any reason whatsoever and to accept that bid deemed to be in the best interests of the Town of Westport.

Signature _____ Date _____

ITEM 9

9. To take such action as the meeting may determine to approve the Award of Design Contract for Sanitary Sewer Contract #72 and Pump Station #3 Pump Station and Force Main Evaluation and Upgrade in the amount of \$38,800.00 to CLA Engineers, Inc. of Norwalk, CT.



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

September 18, 2020

Honorable James S. Marpe
First Selectman
Town Hall
Westport, CT 06880

**Re: Award of Design Contract
Sanitary Sewer Contract #72
Pump Station #3 Pump Station & Force Main Evaluation & Upgrade**

Dear Mr. Marpe:

This Department solicited proposals from engineering firms to perform the necessary design work associated with the above referenced contract (Contract 72). A total of 4 engineering firms submitted proposals in a very competitive bid. The lowest qualified proposal was provided by CLA Engineers, Inc of Norwich, CT for a design cost of \$38,800.00. Design funding was approved by the Board of Finance August 12, 2020 and the RTM on September 1, 2020 and, We hereby request the award of a contract to CLA Engineers, Inc for this work.

Respectfully,

Peter A. Ratkiewich
Director of Public Works

G:\Pw_off\SEWER CONTRACTS\CON72 - PS3 & PS5 Eval\Award Engineering Design Con 72.doc



WESTPORT, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

Engineering Services for the Evaluation, Design, and Inspections of Rebuilding Pubic Works Fueling Station and replacing Oil Heating tank at the Public Works Garage; RFP #21-999T

Consultant cost proposal summary:

CLA Engineers Norwich, CT	\$61,300.00
Tighe & Bond Shelton, CT	\$88,200.00
Weston & Sampson Rocky Hill, CT	\$106,435.00

TOWN OF WESTPORT
RFP 21-999T

ENGINEERING SERVICES FOR THE EVALUATION, DESIGN AND
INSPECTIONS OF REBUILDING PUBLIC WORKS FUELING STATION AND
REPLACING OIL HEATING TANK AT THE PUBLIC WORKS GARAGE

The Town of Westport is soliciting proposals for engineering services for preliminary evaluation, final designs and construction engineering for upgrades to an existing fueling station, underground heating oil tank and associated work.

PROJECT BACKGROUND/PURPOSE

The Town of Westport is in need of upgrading its current fueling station and heating oil tank which were originally constructed in 1977 and last updated in 1993. The fueling station and heating oil tank information is as follows:

➤ **Fueling Station (Existing Condition)**

Located at 300 Sherwood Island Connector, Westport, CT 06880. The station consists of three (3) 4000 gallon below ground fiberglass tanks, two (2) diesel tanks 4000 gallons each and one (1) gasoline tank 4000 gallons, located under a concrete spill pad. Each tank has its own pump (Gasboy model #9153CF) mounted on a concrete island. The fueling station is operated by a fob reader system, Petro Vend K800 with Phoenix software. The station is monitored by a Veeder-Root, TLS-300 monitoring system (located in the equipment garage office)

Heating Oil Tank

Located at 300 Sherwood Island Connector, Westport, CT 06880. The tank consists of one (1) 4000 gallon below ground fiberglass tank, located under a concrete spill pad.

SCOPE OF WORK

Both locations are in need of an overall upgrade at this time to eliminate UST requirements and other issues. The Town anticipates the scope of work will be comprehensive and will include all tasks necessary to develop preliminary and final designs and document for construction. The scope of work shall include, but not be limited to, the following:

- Project kickoff meeting with the Town for proper identification of project scope and alignment of expectations.
- Identify potential code related concerns.
- Review of existing site conditions, available site plans, tank monitoring records and any other information that may be available
- Evaluate replacement locations for a split above ground tank for providing 6,000 gallons diesel fuel and 2,000 gallons of gasoline and an above ground tank for providing 4,000 gallons heating oil at the facility

- Discuss and review possible temporary fueling station location during construction, layout for replacement tank(s) and foul weather canopy
- Prepare preliminary design report with selected improvements and preliminary drawings.
- Survey horizontal control information based on NAD 83, Connecticut State Plane coordinates on all points and proposed structures. Provide vertical control based on NAVD 88.
- Geotechnical services and report if required
- Design and prepare complete technical specifications and drawings for removal of existing underground storage tanks, associated piping and appurtenances, and fuel pumps in accordance with applicable local, state, and federal codes and regulations. These specifications shall also include tank disposal and management of any petroleum-contaminated soils that may be encountered.
- Design and prepare complete technical specifications and drawings for the installation of aboveground fuel tank providing 6,000 gallons diesel fuel and 2,000 gallons of gasoline including but not limited to all pumps, related piping and electrical, FOB reader, pedestal, software and monitoring system for fueling station and an above ground tank for providing 4,000 gallons heating oil at the facility in accordance with applicable local, state, and federal codes and regulations.
- Develop an RFP package for bidding the project including but not limited to: Invitation to Bid, Information to Bidders, Bid Proposal Forms, Agreement and Bond Forms, General Conditions, Special Conditions, Technical Specifications, Geotechnical Report, Survey, Prevailing Wage Rates a complete set of plans shall include all sheets, including details, and must be submitted in an electronic format in both AutoCAD DWG and PDF. Specifications shall be submitted in Microsoft Word format and PDF. Advertising the RFP will be performed by the Town.
- Provide a list of qualified tank companies
- Prepare and update project cost estimates of plans and specifications suitable for advertising for bids.
- Provide bidding and award related engineering services including conducting a pre-bid meeting, respond to RFIs, reviewing proposal, shop drawings and other contractor submittals, and making a recommendation for award.
- Prepare, submit, and obtain approval for all permits (as needed).
- Notify DEEP at least 30 days prior to scheduled tank removals
- Monitor tank removal activities, including pumping, cleaning, excavation, disposal, backfill and surface restoration
- Collect confirmatory samples from the tank grave to document site conditions, two sets of six samples including laboratory analysis
- Prepare a tank closure report documenting removal activities suitable for submittal to the DEEP and the Fire Marshal.

- Monitor tank installation activities, including surface preparation, concrete pad, tanks, pumps, lines, monitoring system/probes, surface restoration.
- Provide as built plans
- Updated Spill Prevention Control & Countermeasures Plan & Stormwater Pollution Prevention Plan.
- Additional construction administration and oversight services may be requested by the Town but are not part of this proposal.

MANDATORY PRE-PROPOSAL MEETING

There will be a mandatory pre-proposal meeting on Wednesday, August 12, 2020 at 11:00 a.m. at 300 Sherwood Island Connector, Westport Ct. All firms will have an opportunity to ask questions and attend a site visit at this meeting. Only firms attending this meeting will be allowed to submit proposals.

AVAILABLE INFORMATION

Site Plan
Tank Registrations

ENGAGEMENT OF THE ENGINEER

A. Required Contents of the Proposal

1. Firm (team) Experience (for each person in the team):

Describe relevant experience in each of the following primary areas of focus:

- a) Familiarity with the Town of Westport Public Works Center design and operations
- b) Underground Storage Tank Assessments
- c) Fueling Station Design and Construction Oversight

The firm's experience shall be summarized in a matrix format. In addition, detailed project descriptions of no more than five reference projects containing the majority of the focus areas listed above shall be included. The project descriptions shall be current and limited to a maximum of one full page per project, along with client references and up-to-date contact information (name, title, organization, phone, cell and email).

2. Project Team:

List each member of the proposed Project Team along with their:

- a) Firm affiliation
- b) Area of specialty
- c) Office location
- d) Total years of experience

- e) Years with current firm
- f) Specific involvement/role in projects used as references

One member of the Project Team must be assigned as the Project Manager who will act as the primary client contact and who shall be involved in day to day management of the Project. All resumes shall be included and limited to a maximum of two pages per team member.

3. Project Understanding and Approach:

The Consultant(s) shall state in succinct terms their understanding of what is required by this Request for Proposal. Describe in narrative or outline form the consultant's approach and technical plan for accomplishing the work of this RFP including the following:

- Describe the sequential tasks to be used to accomplish this project
- Indicate all key deliverables
- Describe the responsibilities of each person on the project team
- List the portion of the work to be subcontracted
- Include a list of information required or tasks to be completed by Town staff.

Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables.

4. Man-Hour Level of Effort:

Provide a proposed man-hour level of effort in table format coordinated with the anticipated list of tasks to complete the work. The man-hour level of effort shall be comprehensive and inclusive of the total man-hours to complete the project. Do not include any fee associated with the level of effort in the proposal.

5. Final Plans:

Plans must meet the criteria of an "Improvement Location Survey" as defined in Article I, Sec. 20-300b-2(c)(3) and Section II, Chapter 3-I(B) "Improvement Location Survey" of the "Standards for Survey and Maps in the State of Connecticut", prepared by Connecticut Association of Land Surveyors, Inc., and adopted on September 26, 1996. Plan preparation must include, but not be limited to, location of roadways and associated right-of-ways, edge of traveled ways, driveways, utilities, first floor, or basement elevations. Plan shall be at a scale acceptable by the Town.

6. Cost Proposal:

In a separate sealed envelope within the proposal envelope, enclose a cost proposal for the proposed scope of work, plainly marked "RFP #21-999T, ENGINEERING SERVICES FOR THE EVALUATION, DESIGN AND INSPECTIONS OF REBUILDING PUBLIC WORKS FUELING STATION AND REPLACING OIL HEATING TANK AT THE PUBLIC WORKS GARAGE

7. Delivery of Responses:

Proposals submitted must be enclosed in a sealed envelope clearly marked with the RFP to which it refers. This envelope shall then be placed in an outer envelope and shall bear the name and address of the respondent and the designation of the RFP to which the proposal refers. The outer envelope shall be securely sealed and addressed to:

Finance Department
Town Hall, Room 313
110 Myrtle Avenue
Westport, CT 06880

1. The Proposal shall be signed by an authorized official. The Proposal shall also provide name, title, address, telephone number, fax number and email address for the individual or individuals with authority to negotiate and contractually bind the respondent, and for those who may be contacted for the purpose of clarifying the information provided.
 - A. Provide one (1) signed original, two (2) identical hard copies and one electronic version.
 - B. Proposals shall be received by **Thursday, August 27, 2020** no later than 11 a.m. EDT
 - C. If your firm wishes to submit a proposal for this work, please forward a letter or email of interest to Mike Frawley, Department of Public Works, Town Hall, 110 Myrtle Avenue, Westport, CT 06880, mfrawley@westportct.gov by **August 7, 2020**. If interested, you are required to attend a meeting at the Public Works Center, 300 Sherwood Island Connector at **11:00 A.M., August 12, 2020** to discuss this project and to review information available.
 - D. Responses become the property of the Town and may be used as the Town deems appropriate. Responses that do not materially conform to the requirements of this RFP will not be considered. The Town reserves the right to review the proposals and reject all proposals or take no action or elect not to select an engineering partner.

SCHEDULE

The project is anticipated to be awarded in October, 2020 after funding is appropriated, based on the chosen firm's cost proposal. Design is to be completed within 3 months after the issuance of a "Notice of Award".

INSURANCE REQUIREMENTS

CONTRACTOR shall obtain the minimum insurance coverages described below and maintain such coverages for the life of this Agreement, or longer if otherwise required by this Agreement, from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. Such insurance shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, CONTRACTOR'S obligations under this Agreement and/or from the obligations of any

subcontractor and/or any other person or entity directly or indirectly employed by said CONTRACTOR and/or by anyone for whose acts said CONTRACTOR may be liable. CONTRACTOR must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. CONTRACTOR shall not commence work under this Agreement until all insurance required of CONTRACTOR has been procured and approved by the Town.

Before the execution of this Agreement by the Town, CONTRACTOR shall provide the Town with certificates of insurance for each policy required by this Agreement. CONTRACTOR shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

A. Workers Compensation:

CONTRACTOR shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the Town. Full compliance with the United States Longshoremens' and Harbor Workers' Compensation Act and the Jones Act is required where applicable.

B. Commercial General Liability Insurance:

CONTRACTOR shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and CONTRACTOR.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

CONTRACTOR shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

D. Umbrella or Excess Liability Insurance:

CONTRACTOR shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall

contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

E. Errors & Omissions Insurance:

If this Agreement is for professional services, CONTRACTOR shall provide errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each claim and \$3,000,000 in the aggregate. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

ITEM 10

10. Acting in its capacity as the Water Pollution Control Authority, to approve the sanitary sewer connection for property located at 16 Sunrise Road, contingent upon compliance with the WPCA Collection System Supervisor's letter of September 25, 2020.



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.

WESTPORT, CONNECTICUT 06880

RECEIVED

SEP 25 2020

TOWN OF WESTPORT
SELECTMAN'S OFFICE

September 25, 2020

Mr. James S. Marpe
First Selectman
110 Myrtle Avenue
Westport, CT 06880

**Re: Residential Sanitary Sewer Connection
16 Sunrise Road
List # 7077, Assessor Map #B06, Tax Lot #069
16 Sunrise Rd LLC, Paul Falzone – Owner**

Dear Mr. Marpe:

This office received a correspondence on September 24, 2020 to the Water Pollution Control Authority, requesting approval for the connection of a proposed single family residence to the public sanitary sewer system. The subject property, which currently contains a single family residence, fronts upon a privately installed mainline sanitary sewer which was accepted by the Water Pollution Control Authority as a public facility in October 28, 2008. At the time the mainline extension was constructed a service connection lateral was installed for each property along Sunrise Road to allow for future service. However, whereas the property has not been benefit assessed, the Authority must approve the proposed sewer connection, and assign an appropriate benefit assessment, before a sanitary sewer connection permit can be issued by this office. No approvals from, or compensation to, the original private installers of the mainline sewer are required for this connection.

It is the recommendation of this office that the Water Pollution Control Authority approve the connection request subject to the following stipulations:

- 1) All construction shall be at the expense of the property owner.
- 2) The owner's drain-layer shall obtain a "Sanitary Sewer Connection Permit" from the Westport Department of Public Works.
- 3) All plans and installation shall be subject to approval by this office and shall be in conformance with the current Town of Westport Water Pollution Control Authority Regulations, except as otherwise waived by the Authority.
- 4) The property shall be subject to a sanitary sewer benefit assessment as if it were included under Sanitary Sewer Contract No. 1, amounting to \$312.00 for each unit assessed. For the proposed single family residence, it is recommended that one (1) unit, in the amount of \$312.00, be assessed.

September 25, 2020

Re: Residential Sanitary Sewer Connection
16 Sunrise Road

- 5) There shall be no credits to the owner.
- 6) A charge of \$250.00 shall be levied against the property should the owner subsequently wish to rescind the sanitary sewer connection approved by the Authority.

Respectfully,

Bryan H. Thompson
WPCA Collection System Supervisor

CC: Director of Planning & Zoning
Westport/Weston Health District

NAME PAUL FALZON B
ADDRESS 16 SUNRISE RD
WESTPORT, CT 06880
PHONE # 203-395-1967

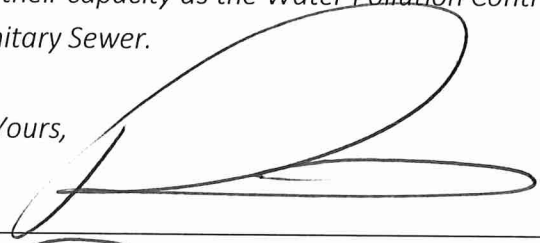
DATE: 9/24/20

Hon James S. Marpe,
First Selectman
110 Myrtle Ave, Room 310
Westport, CT 06880

Re: Sanitary Sewer Connection Request
PROPERTY ADDRESS 16 SUNRISE RD

Dear Mr. Marpe:

As the owner of above referenced property, I am requesting approval from the Board of Selectman in their capacity as the Water Pollution Control Authority to connect my residence to the Town Sanitary Sewer.

Respectfully Yours,


SIGNATURE _____

PRINTED PAUL FALZON B

cc: Bryan Thompson
bthompson@westportct.gov