

October 21, 1992

Mr. James Sayer
Public Works Department
Town of Wallingford
45 South Main Street
Wallingford, CT 06492

Re: Wallingford Town Hall

Dear Mr. Sayer,

Having performed water tests on the roof of the above referenced building, Eagle wishes to report the following findings.

1. Leak (South Hallway)

This leak has been determined to occur where the HVAC duct work enters the roof at the roof curb. The insulation wrap is allowing water to run down the duct work and into the unsealed metal curb top.

2. Leak (North Hallway)

This leak is identical to the aforementioned determination.

3. Leak (East Hallway)

This area was found to have 3 different leak areas. The two which occurred in the roof system were repaired during the water testing. The third leak was determined to occur within the mechanical unit. This should be resolved with an HVAC contractor.

We recommend the following scope of work be accomplished to alleviate the problems noted in items #1 and #2.

SCOPE OF WORK

1. Remove existing wet insulation wrapping on duct from curbs to HVAC units.
2. Remove metal curb covers.
3. Install new lead coated copper curb covers with all soldered joints.

Appendix VI

C R Doll 16



RECEIVED
MAYOR'S OFFICE

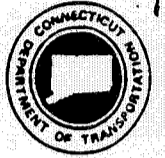
OCT 21 PM 12:19

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

24 WOLCOTT HILL ROAD, P.O. BOX A
WETHERSFIELD, CONNECTICUT 06129-0801

Phone:

566-5110



October 16, 1992

Hon. William W. Dickinson, Jr.
Mayor - Town of Wallingford
Municipal Building
350 Center Street
Wallingford, Connecticut 06492

Dear Mayor Dickinson:

Subject: Cost Sharing Agreement No. 4.13-03(92)
Traffic Control Signal Installation
Route 150 at Martin Avenue and Constitution Street
State Project No. 173-212 (148-2570)

To facilitate inclusion of the subject traffic control signal in the current funding program, it is requested that the Town of Wallingford sign the enclosed Cost Sharing Agreement and return it within thirty (30) days. The Agreement states, in part, that the Town of Wallingford shall deposit with the State, upon demand, a single final payment in full of Four Thousand Three Hundred Dollars (\$4,300.00).

Enclosed are two (2) copies of the Cost Sharing Agreement, a Resolution Certificate and an "Agreement Execution Information" form. Please complete these items in accordance with the steps outlined in the information form.

Should you have any questions concerning this matter, please telephone Mr. Paul Bixby of the Division of Traffic Engineering at 566-3590.

Very truly yours,

Walter H. Coughlin, P.E.
Manager of Traffic Engineering
Bureau of Engineering
and Highway Operations

Enclosures

CERTIFICATE OF RESOLUTION

This is to certify that at its meeting on _____,
the following resolution was adopted by the _____,
the legislative body.

Be it hereby resolved that William W. Dickinson, Jr., Mayor, Municipal Building,
Wallingford, Connecticut, 06492 is authorized to execute Agreement No. 4.13-03(92)
between the State of Connecticut and the Town of Wallingford for the installation of a traffic control signal
at the intersection of Route 150 and Martin Avenue and Constitution Street in the Town of Wallingford.

_____ (Town Seal)

A True Copy:

Attest

Date

COR1

A:WALLCSA1

AGREEMENT NO. 4.13-03(92)

AGREEMENT BETWEEN THE STATE OF CONNECTICUT

AND

THE TOWN OF WALLINGFORD

FOR SHARING THE COST OF THE INSTALLATION OF

A TRAFFIC CONTROL SIGNAL

STATE PROJECT NO. 173-212 (148-2570)

This Agreement, concluded at Wethersfield, Connecticut, this _____ day of _____, 19____, by and between the State of Connecticut, Department of Transportation, Emil H. Frankel, Commissioner, acting herein by James F. Byrnes, Jr., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the Town of Wallingford, acting herein by William W. Dickinson, Jr., Mayor, Minicipal Building, 350 Center Street, Wallingford, Connecticut, 06492, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH THAT,

WHEREAS, the Second Party has requested that the State install a traffic control signal at the intersection of Route 150 and Martin Avenue and Constitution Street in the Town of Wallingford, and

WHEREAS, the State has determined that the requested improvement is warranted at the said location, and

WHEREAS, the State, pursuant to Section 13b-23 of the General Statutes of Connecticut, as revised, is authorized to enter into this Agreement.

NOW THEREFORE, KNOW YE, it is mutually agreed that:

1. The State shall install a traffic control signal at Route 150 and Martin Avenue and Constitution Street. The work shall be assigned a project number for the commitment of funds. Should the project be cancelled prior to completion, the State shall determine the salvage value of materials and make an appropriate refund to the Second Party.

2. The Second Party shall forward to the State, upon demand, prior to the commencement of any work, a single final payment in full of Four Thousand Three Hundred Dollars (\$4,300.00).
3. Maintenance responsibility and electrical energy provisions shall be as specified by the State Traffic Commission.
4. The Second Party shall record this Agreement in the appropriate permanent files of the town wherein the signal is located, at no cost to the State.
5. The State assumes no financial obligation under the terms of this Agreement until the Second Party is notified in writing by the State that said agreement has been approved as to form by the Attorney General of the State of Connecticut.
6. The Second Party agrees that the attached Appendix DBE entitled "Policy Statement, Policy No. Admin. - 19, Subject: Policy on D.B.E.'s" dated June 13, 1988 is hereby made a part of this Agreement. The State advises the Second Party that failure to carry out the requirements set forth in the Appendix DBE shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.
7. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in Administrative Memorandum No. 4 dated November 18, 1981 (Reissued October 31, 1990) Re: Code of Ethics, a copy of which is attached hereto and made a part hereof.
8. The Second Party shall comply with the provisions contained in Section 7 of Public Act No. 91-1 (June 12, 1991 Special Session), "AN ACT CONCERNING THE CODES OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS" which provides as follows:
 - (a) No person hired by the State as a Second Party or independent contractor shall:
 - (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to

obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;

- (2) Accept another state contract which would impair the independent judgment of the person in the performance of the existing contract; or
- (3) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.

- (b) No person shall give anything of value to a person hired by the state as a Second Party or independent contractor based on an understanding that the actions of the Second Party or independent contractor on behalf of the state would be influenced.

- 9. The Second Party shall comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Appendix CR attached hereto, both of which are hereby made a part of this Agreement.
- 10. The Second Party shall indemnify and save harmless the State of Connecticut, its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors or omissions in the work performed by the Second Party and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the non-performance of the Second Party and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.
- 11. It is further understood and agreed by the parties hereto, that the Second Party waives Governmental Immunity as a defense and shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

12. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of material fifty-one (51) percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good Faith Efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

- (b) (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on

behalf of the Second Party, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract of understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46A-68e and 46A-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Section 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Second Party agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Second Party's good faith efforts shall include but shall not be limited to the following factors: The Second Party's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Second Party shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Second Party shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Section 46a-56, as amended by Section 5 of Public Act 89-253; provided if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Second Party agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

13. (a) Pursuant to Section 16 of Public Act No. 91-58, as amended by Section 8 of Public Act No. 91-407; (1) the Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Second Party's commitments under this section, and to

post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the Conn. Gen. Stat.; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party which relate to the provisions of this section and Section 46a-56 of the Conn. Gen. Stats.

(b) The Second Party shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Conn. Gen. Stat.; provided, if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

14. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and as such, the Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and

made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to non-discrimination, until the Agreement is completed or terminated prior to completion.

15. The Second Party agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Second Party will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement.
16. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdictions in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.
17. It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall;

(a) Be in writing addressed to:

(1) when the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
24 Wolcott Hill Road
P. O. Drawer A
Wethersfield, Connecticut 06129-0801

(2) when the Second Party is to receive such notice

(the person acting herein as signatory for
the Second Party receiving such notice;)

(b) Be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing in writing, to designate alternate persons (by name, title and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notices(s) to the particular party(ies); and/or alternative locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

18. Suspended or debarred second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of

suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

- (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to ensure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EMIL H. FRANKEL
COMMISSIONER

Name: _____

By: _____ (Seal)

James F. Byrnes, Jr.
Chief Engineer
Bureau of Engineering and
Highway Operations

Name: _____

Date: _____

WITNESSES:

SECOND PARTY
TOWN OF WALLINGFORD

Name: _____

By: _____ (Seal)

Name: William W. Dickinson, Jr.
Title: Mayor

Name: _____

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____