

Wallingford Parks & Recreation Commission
Special Meeting
Meeting Minutes Wednesday, March 27, 2024 @ 5:30 PM
6 Fairfield Blvd. Wallingford
Room 4 Conference Room

- **Call Meeting to Order:** John Sullivan called the meeting to order @ 5:30 pm
- **Pledge of Allegiance**
- **Roll Call**

Commissioners in Attendance: Chairman John Sullivan, Vice Chairman Don Crouch, Lori Cooke-Marra, Lars Edeen

Commissioners Absent: Steve Rossacci

Recreation Department Staff Present: Kenny Michaels

- **Approval of prior meeting(s) minutes (January 10, 2024)**

A motion was made by Don Crouch and seconded by Lori Cooke-Marra to approve the minutes from the January 10, 2024 meeting. Vote: Unanimous

- **Public Comment (10 minutes)**
- **Wallingford LL Community Lake Field Proposal – Kenny Michaels (See attachment)**

Kenny introduced Joe Corso. Joe serves as a board member for the Wallingford Little League. Kenny and Joe met with Lars Edeen approximately a month ago to discuss the possibility of renovating the Community Lake Little League field. Joe wants to put in upgrades for the current field at Community Lake. Community Lake is the only Little League field in town with lights. Joe and Little League are proposing to expand the field to 190 feet with the double fence to make the field close to 200 feet and it will be eligible for post-season play for All-Stars. Re-sod the entire field, irrigation to the field, press box (which is required to host All-Stars), field tools and a new score board are some of the improvements that are on the plans.

John Sullivan mentioned that he wants to set up a meeting with Kenny and the two little league presidents to discuss this project in the near future.

Joe stated that there are a couple phases to this project and also a Home Depot grant that is pending. If the Home Depot grant is awarded, it will cover storage directly behind home plate, a press box and a concession stand. The Home Depot grant will cover labor and materials. Joe said that the concession stand will be part of the existing pavilion. They are looking to take 10 feet of the pavilion to build the concession stand where the fireplace is located. There is little construction cost for the price of the concession stand. John asked if they had an engineer for the project. Joe stated that Juliano Associates have offered to donate their surveying services and engineering services to this project. Joe said they are also pursuing other donations, and fundraising options. Joe wants to reserve some money to be set aside to use for field maintenance over the next 20 years. John confirmed with Joe that this project requires no funding from the town. Joe's goal is to get this project done quickly. Field process will take about 2 ½ weeks to complete. The Agricultural Science program at Lyman Hall will be involved with the maintenance of the field. New dugouts are in the plans also. John asked if the Home Depot Grant doesn't get approved, is the project still going forward. Joe said that it will still be going forward. The Rec Commission supports this project.

- **Trails Work Group Projects Update – Scott Gray**

Kenny introduced Scott Gray. Scott is a member of the Trails Work Group. Scott is hands on with trail maintenance and trail re-routing. Scott was asked to come to our meeting to give us an update on what they completed since the last meeting and what they are currently working on. Scott brought the past three meeting minutes from the Trails Work Group meetings. There are hundreds of volunteer hours that go into maintaining the trails in town. Ferguson Woods is a trail that is unknown to most. It is located on Dibble Edge Rd. The Mayor has three goals for our trail system in town. They are safety, increased use and a vehicle to bring people into our town. Volunteers have designed kiosks for our trails and they are ready to start building them. A re-route at Ferguson Woods is needed and also a bog bridge needs to be built. Some of the trails have a lot of erosion due to the excessive rain we had this winter. Lori mentioned that Lyman Hall agricultural program should be contacted for additional volunteer help. In February the local newspaper came out and interviewed the Trails Work Group because they were out taking pictures because of the storm damage the state was experiencing. Signs were posted at some of the trails that were being re-routed because of the swampy condition of the trail. An alternate route was available. A full Trails Work Group member meeting was held a couple weeks ago. A representative from each individual user group was present. Scott said that when he is out on the trails, he stops and talks to the users to see what they like and dislike about the trails.

- **Parks and Recreation Budget outlook for 2024-2025 fiscal year – John Sullivan**

Kenny said his budget meeting with the Mayor went well. We do not currently have a coordinator for adaptive programs. Kenny requested another full time Recreation Program Specialist position that will coordinate adaptive programs, health & fitness, Parks & Rec social media and website and generalized programming and events. Also, Kenny asked for another

part-time Maintainer position. Pat Wall field needs work done to the exterior of the park. Kenny submitted for a Pat Wall Field Master Plan Design. He also put in a request for 12-15 more picnic tables. The carpets at the Parks & Rec building need to be replaced in the hallways.

- **Director Updates** – Kenny Michaels (**See attachment**)

Next Parks & Recreation Meeting Wednesday, May 8, 2024

Motion to adjourn made by: Lori Cooke-Marra Seconded by Lars Edeen Vote: Unanimous

Adjourned @ 7:30 pm

Respectfully submitted,

Loriann Ouellette
Wallingford Parks & Recreation

Recreation Commission Director's Report March 13, 2024

Programs/Events:

- Tiny Bubble & Pop Shots registration kicked off on Monday Feb. 26th, 88 kids registered in the first day with M,W,F Pop Shots filling in 20 minutes. New for 2024 we added a 3rd classroom for 3-4 year olds due to large waitlists in 2023. 11 off 2023 total of 99 kids.
- Summer Sizzlers Registration kicked off Monday March 4th and all 125 spots filled in 3 hours
- Summer Playground Registration kicked off Monday March 11th for 3 locations:
Fritz Session 1: 109 Session 2: 101
Moses Y Beach Session 1: 66 Session 2: 69
Stevens: 87 Session 2: 85
- Shawn Keogh Recreation Program Specialist and Kenny Michaels Director of Parks and Recreation recently completed the 36 credits to earn their certificate as a Certified Municipal Official (CMO) through the Connecticut Conference of Municipalities.
- **2024 Winter Programs (December 16th – March 1st)**
116 Total Activities
20 Canceled
83% Running Rate
2012 Participants
Weber/Gannon Total: 623 (up from 602 in 2022-2034)

Projects/Facilities:

- Recently had fence repairs completed at Pragemann Park around the perimeter of the quad (Fields 1-4) repairing any disconnected piping, replaced all curling and aging fence fabric. Work completed by Cornerstone Fence and repairs paid out of the Pragemann Park Endowment fund. Total Cost: \$10,840
- Recently held the annual Spring-Summer Field users group meeting for field usage amongst adult and youth leagues for the upcoming season. February 15th was all baseball/softball field usage. February 22nd was soccer and lacrosse. All meeting went extremely well with all league needs being met for the 2024 seasons.
- Received quotes on the shoreline land clearing at community lake. Weather has not been cooperative to schedule the work for completion. **STILL AWAITING THE WEATHER TO COOPERATE AND THE GROUND TO BE SAFE ENOUGH TO PUT THE MACHINERY ON TO DO THE PROJECT.**
- Working with Wallingford Little League on the installation of (2) scoreboards at Vietnam Veterans Park. Funded through ARPA money received by the league. **SCORE BOARDS HAVE BEEN ORDERED BY WLL. NEED TO COORDINATE THE POLE INSTALLATION WITH WALLINGFORD ELECTRIC DIVISION.**
- Winter project currently ongoing by Parks and Recreation Department's Part Time Maintainers have been painting the interior hallways, classrooms and door frames of the Parks and Recreation Department.
- Departmental Budget Meeting with the Mayor was on March 7th. The department presented a budget of \$1,206,375 for fiscal year 2024-2025.
- Working with Mike Papale III and Vanessa at the Health Department on installation of 8 additional AED's to be installed into our Park Systems and Athletic Fields.

Locations to be:

Fishbein Gazebo/Train Station

West Side Field (2)

Doolittle Park

Harrison Park

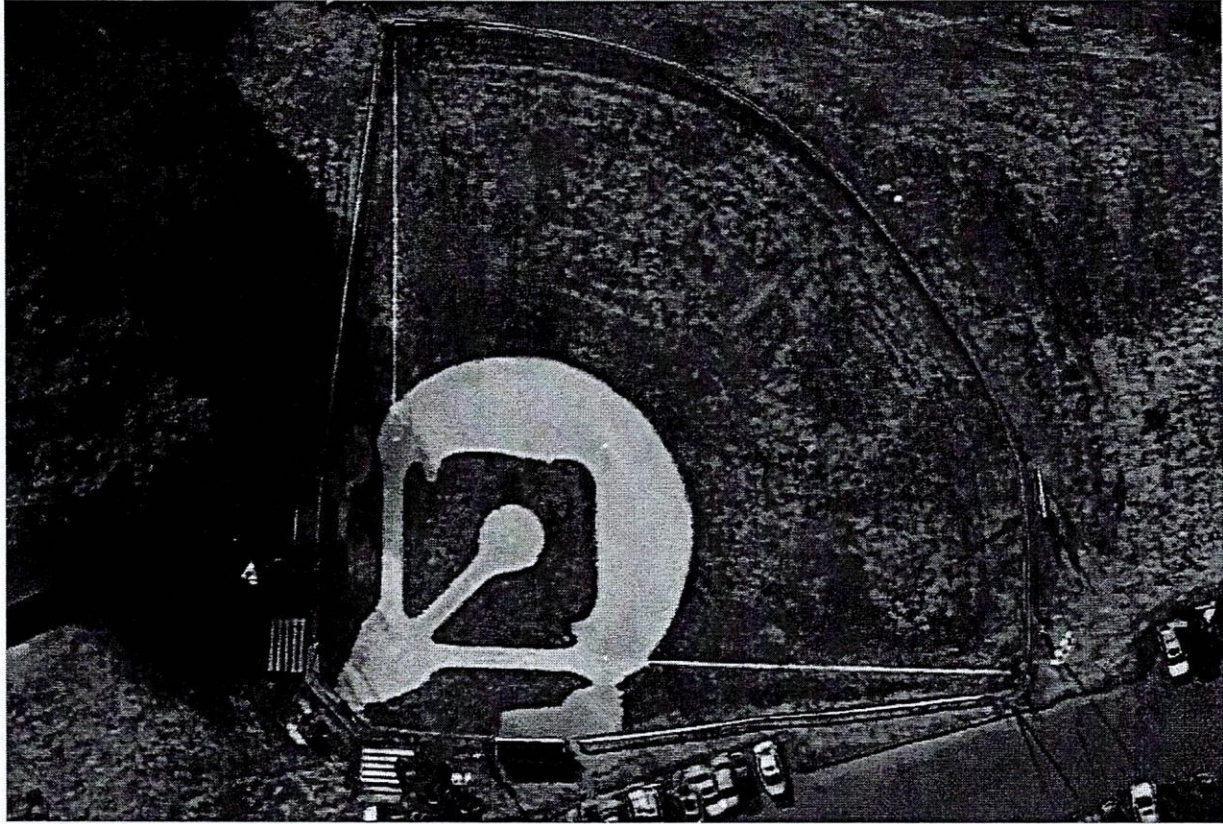
Vietnam Veterans Park (2)

Pat Wall Field

- Awaiting Date for Classic Turf to come back this early spring to paint the Doolittle Basketball Courts
- Awaiting Date from the Dog Lovers Association for when the contractor will be back Early Spring to complete the water fountain completion.
- Working with Town Engineering Dept. and Town's fencing contractor on gated fence to be installed to the left of the Dog Park where engineering had the rivers edge cleared.

Upcoming –

- Look to extend dugouts at Prag Fields 1-4 using Prag Endowment (Summer 2024)
- Discuss Potential Landscape Design Project for Dutton
- Discuss Lufbury Pavilion and Playground upgrades in current 2023-2024 budget



Community Lake Field Renovation Proposal

01.04.2024

Joseph Corso - Field Director
Wallingford Little League
Wallingford, CT 06492

Wallingford Little League Grant Committee

Subject: Grant Application for Complete Renovation of Community Lake Baseball Complex

Dear Wallingford Little League Grant Committee,

I hope this letter finds you well. My name is Joseph Corso, and I am writing to formally request financial support from the Wallingford Little League Grant Committee for the comprehensive renovation of our Community Lake Baseball Complex.

Wallingford Little League has been a cornerstone of our community, providing a nurturing environment for youth development through the sport of baseball. Over the years, our facilities at the Community Lake Baseball Complex have served as a gathering place for families and a hub for fostering teamwork and sportsmanship among our young athletes.

However, as with any facility, the passage of time and the wear and tear of regular use have taken their toll. To ensure a safe and enjoyable environment for our Little League participants and their families, we are embarking on a project to completely renovate the Community Lake Baseball Complex. This project will include upgrading the existing playing field, adding an additional field, installing new dugouts, improving spectator seating, installing a new sound system, and addressing any safety concerns.

The Wallingford Little League is seeking financial support to make this renovation project a reality and continue our commitment to providing a high-quality experience for our youth. We believe that a revamped and modernized Community Lake Baseball Complex will not only benefit current players and their families but will also attract new participants and contribute to the overall vibrancy of our community.

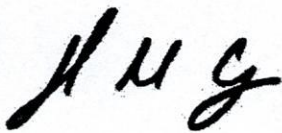
Enclosed with this letter, you will find a detailed proposal outlining the scope of the renovation project, including estimated budgetary requirements. The total cost of the project is estimated at \$350,000 and we are seeking a grant from the Wallingford Little League Grant Committee to help cover these expenses.

We understand the importance of accountability and transparency in our grant partnerships. If approved, we commit to providing regular updates on the progress of the renovation project and ensuring that the funds are utilized in accordance with the proposed budget.

Thank you for considering our grant application. We look forward to the possibility of partnering with the Wallingford Little League Grant Committee to enhance the Community Lake Baseball Complex and create a lasting impact on the youth in our community.

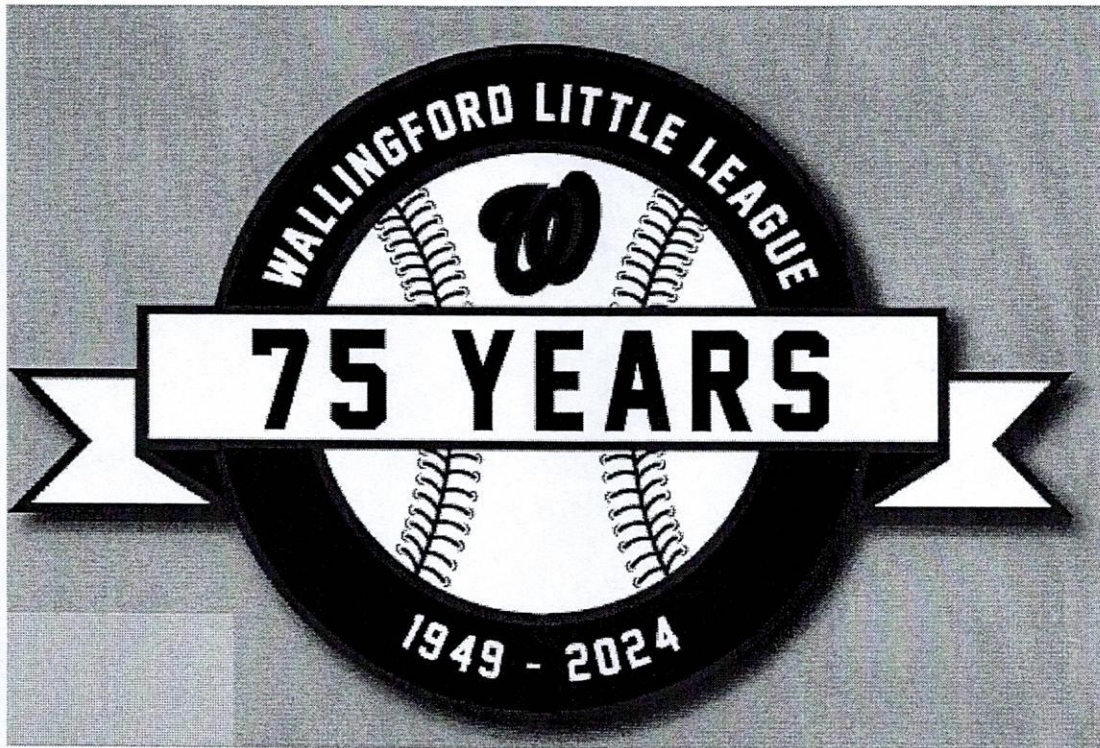
Should you have any questions or require additional information, please feel free to contact me at 203-314-4782 or cptcorso@gmail.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Corso'.

Joseph Corso

Field Director, Wallingford Little League



Concession Stand and Press Box

01.04.2024

Joseph Corso - Field Director
Wallingford Little League
Wallingford, CT 06492

Home Depot Corporate Headquarters - Attn: Community Relations Department
Wallingford, CT 06492

Subject: Request for Financial and Labor Support for Wallingford Little League
Concession Stand and Press Box Project

Dear Home Depot Community Relations Team,

I trust this letter finds you well. My name is Joseph Corso, and I am reaching out on behalf of the Wallingford Little League, a non-profit youth organization dedicated to enriching the lives of children through the joy of baseball.

We are excited to inform you about an upcoming project that aims to enhance our community space and provide a better experience for our young athletes, families, and spectators. Wallingford Little League is planning to construct a new concession stand and press box at our baseball field, and we are seeking support from community partners such as Home Depot to make this project a reality.

Our request encompasses two areas of assistance:

Financial Support:

We are seeking financial assistance from Home Depot to help cover the costs associated with the construction of the concession stand and press box. Your financial contribution will play a crucial role in securing the necessary materials, permits, and other essential elements of the project.

Labor Support:

We kindly request Home Depot's expertise and labor support to assist with the construction process. This may involve providing skilled workers or volunteers who can contribute their time, knowledge, and effort to ensure the successful completion of the concession stand and press box.

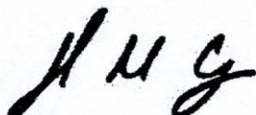
By supporting this project, Home Depot will be making a lasting impact on the Wallingford community, providing a safe and enjoyable space for children to learn and play the game of baseball. Additionally, this project will serve as a focal point for community gatherings and events.

If Home Depot is interested in contributing to this meaningful initiative, we would be more than happy to provide detailed plans, timelines, and budgets for your review. We are open to discussing the specific ways in which Home Depot's support can be recognized and acknowledged within the Little League community.

I am available for further discussion at 203-314-4782 or cptcorso@gmail.com. Your consideration of our request is highly appreciated, and we look forward to the possibility of partnering with Home Depot on this exciting project.

Thank you for your time and commitment to community development.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Corso'.

Joseph Corso

Field Director, Wallingford Little League



Mr. Joe Corso
Community Lake Little League Field
Wallingford, CT

March 6, 2024

Re: Rebuild of Field

Dear Joe,

Please find below, the proposal for the irrigation of the Community Lake Little League Field.

Thanks, Don

This proposal includes connecting the water to the meter pit by the sign at the entrance to the park with a 1" RPZ backflow preventer in an enclosed box and be equipped with 3 Quick coupler valves with keys.

This proposal includes the following materials and a one-year warranty on labor and parts: Please refer to the attached drawing for specific details subject to change based on landscape design changes.

1	Hunter Pro- C Controller
54	Hunter I-20 Plastic Rotary Sprinkler Heads
9	1" Hunter Automatic Zone Valves
500'	18-12 Direct Burial Irrigation Wire
2,700'	1" NSF Poly Pipe 100 p.s.i.
600'	1 1/2" PVC Class 200 Pipe (main line)
1	1" Febco 825 Y Backflow Preventer
1	Hunter Wireless Rain Sensor
4	Valve Box with cover
3	3/4" Hunter Quick coupler with keys



Total Irrigation proposal-	\$ 17,820
Total field Rebuild-	<u>59,924</u>
Sub-total this proposal-	\$ 77,744
Combined discount-	<u>(1,500)</u>
Total this proposal-	\$ 76,244



Juliano Associates
405 Main Street (Yalesville)
Wallingford, Connecticut 06492
Voice: 203-265-1489
Fax: 203-949-1523

March 12, 2024

Wallingford Little League
c/o Mr. Joseph Corso
3 Juniper Street
Wallingford, CT 06492

Re: Proposal for Surveying & Engineering Services
Community Lake Little League Field
Hall Avenue, Wallingford

Dear Mr. Corso,

Thank you for contacting our office. Based upon your correspondence and subsequent meeting it is this office's understanding the Wallingford Little League would like to extend the left field fence at the above referenced location approximately ten (10) to fifteen (15) feet to achieve a minimum outfield distance of 200 feet. As such, you have requested that our office provide you with a fee proposal to survey the rear portion of the field area and design a retaining wall to level out the existing drop off to the linear walking trail.

Based upon this understanding Juliano Associates LLC is pleased to offer the following proposal for services:

SURVEYING SERVICES:

Juliano Associates, LLC will provide the necessary land records research, field survey work, office computations and mapping to prepare a Class T-2 **Topographic Survey** of the area from twenty-five (25) feet inside the outfield fence to the split rail fence along the easterly side of the existing Linear Trail paved pathway. A Topographic Survey is defined as a type of survey which depicts the configuration (relief) of the earth's surface (ground) and the location of natural and artificial objects thereon. All elevation data will be based upon the North American Vertical Datum of 1988. Finally, utilities will be depicted based upon both surface locations and underground utility information obtained from the respective utility providers.

All survey work will be in conformance with regulations as defined in the **Standards for Surveys and Maps in the State of Connecticut** in accordance with the Regulations of



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Connecticut State Agencies, Sections 20-300b-1 through 20-300b-20 as amended October 26, 2018.

ENGINEERING SERVICES:

Upon completion of the Topographic Survey, Juliano Associates LLC will prepare the necessary computations, design drawings, and reports for a proposed retaining wall as required for the expansion of the ball field. As mentioned during our site meeting, our office will likely specify the use of an Atlas Concrete large block product due to the required height of the wall and to offer a more aesthetically appealing wall face for those residents that use the portion of the trail adjacent to the ball field.

Prior to JULIANO ASSOCIATES, LLC undertaking the above scope of services, the Client will provide JULIANO ASSOCIATES, LLC with all available information pertinent to the services to be performed including, but not necessarily limited to, maps, drawings, deeds, agreements, easements, other encumbrances, correspondence, potential conflicts, etc.

JULIANO ASSOCIATES, LLC IS A FULL-SERVICE CONSULTING FIRM PROVIDING EXPERTISE IN MOST PHASES OF PLANNING, CIVIL ENGINEERING, AND LAND SURVEYING TO BOTH PUBLIC AND PRIVATE SECTOR CLIENTS. HOWEVER, UNDER THIS AGREEMENT, NO OTHER SERVICES ARE OFFERED OR IMPLIED OTHER THAN THOSE SPECIFICALLY STATED WITHIN THE ABOVE SCOPE OF SERVICES.

FEES:

Our fee for the above referenced services would be a lump sum of six thousand five hundred (\$6,500.00) dollars. Please be advised, however, that our office would like to donate said services to assist the Wallingford Little League in their efforts to expand the Community Lake field.

SCHEDULE:

We will commence work on the property and topographic survey within twenty (20) business days of notice to proceed. Notice to proceed is understood to be the receipt of the signed agreement and retainer payment by Juliano Associates LLC. The survey map depicted the existing conditions for the property will be completed no later than twenty (20) business days thereafter.



Juliano Associates
405 Main Street (Yalesville)
Wallingford, Connecticut 06492
Voice: 203-265-1489
Fax: 203-949-1523

Inclement weather (i.e., snow, ice, rain) which is out of our control may delay the project. Should adverse weather conditions be encountered during work on the project, the Client will be notified in writing of any anticipated delays in completing the scope of services.

Please sign below and the accompanying document accepting the terms of this agreement and the general conditions. Return of the signed original agreement will constitute notice to proceed. We suggest that you make and retain a copy of this contract for your records. **UNLESS NOTICE TO PROCEED IS RECEIVED WITHIN FIFTEEN (15) DAYS OF THE DATE OF THIS CONTRACT THIS OFFER OF SERVICES WILL EXPIRE.**

Thank you for this opportunity to be of service and we look forward to working with you on this project. Should you have any questions, please do not hesitate to contact us accordingly.

Sincerely,

Christopher Juliano

Juliano Associates, LLC
Christopher S. Juliano, PE/LS

Accepted by: *[Signature]*
Authorized Signatory (Please also print name)

3.12.24
Date

The individual executing this Agreement, if acting on behalf of a partnership, corporation or funding agency represents that he/she has the authority to do so. This Agreement is not assignable, and no assignment will relieve the undersigned from any obligations under this Agreement. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, all other provisions of this Agreement and the Terms and Conditions attached herewith, shall be valid and binding between the above referenced individual and/or entity (collectively referred to as the Client) and Juliano Associates LLC.

JULIANO ASSOCIATES, LLC

BASIC AND ADDITIONAL SERVICES. Juliano Associates LLC, (JA) shall perform the services outlined in this agreement for a stated fee agreement. JA, as used in this agreement, shall mean Juliano Associates LLC, all their employees, subconsultants and subcontractors, employed or engaged on and for this project, if any.

STANDARD OF CARE. The findings, recommendations and opinions of JA will be based on observations made by JA and will be prepared and presented, within the limits prescribed by Client, in accordance with generally accepted professional surveying/engineering/site design practice in the area where these services are rendered. JA makes no warranty, either expressed or implied.

CLIENT'S RESPONSIBILITIES. Client agrees to provide JA with all of the information, surveys, reports, and professional recommendations requested by JA to provide professional services. JA may reasonably rely on the accuracy and completeness of these items. Client agrees to advise JA of any known or suspected contaminants at the project site.

Client agrees to provide the items described above and to render decisions in a timely manner so as not to delay the orderly and sequential progress of JA's services.

SURVEY PROJECTS. On projects involving the preparation of surveys & maps, JA shall prepare and certify said surveys & maps in accordance with the "Standards for Surveys and Maps in the State of Connecticut" as adopted for use by the Connecticut Association of Land Surveyors, Inc., on October 26, 2018.

Unless specifically stated otherwise within this agreement, any additions or modifications to the standard certification or the use of other certifications are not specifically found in Section Two, Chapter 13 of the "Standards for Surveys and Maps in the State of Connecticut" are subject to modification and final approval by JA. If the lending institution will not allow modification of their certification and said certification does not conform to said "Standards" then JA will utilize an appropriate certification from the "Standards". Regardless of which certification is utilized, the Client shall be charged an additional minimum fee of two thousand five hundred (\$2,500.00) dollars for any long form certification.

On all ALTA/NSPS surveys the proposed fee shall only include certification to the buyer, one lending institution, and the title company. There will be an additional charge of five hundred (\$500.00) dollars for each additional entity to which the survey is to be certified to.

ESTIMATED SCHEDULE AND PROJECT BUDGET. JA shall render services as expeditiously as is consistent with professional skill and care. During the course of the project, anticipated and unanticipated events may impact any project schedule.

Client agrees to provide JA with a budget for the project and to notify JA promptly if Client's schedule or budget changes. Client hereby acknowledges that significant changes to the project schedule, budget or the project's scope may require JA to provide Additional Services.

COMPENSATION AND PAYMENTS. Client agrees to pay JA as follows:

Retainer: The required retainer, listed in the proposal, will be credited on the final invoice issued for the project.

Fixed Fee Projects: The fixed fee, if any, is listed in the proposal. Fees are based on the percent completion of each phase of JA's work.

Overtime services may be provided at 1.5 times hourly rates set forth above under the heading "Hourly Projects." Overtime is defined as any services rendered on Saturdays, Sundays or weekdays after normal business hours, except for attendance at public hearings or meetings.

Fast track services will be billed at 1.5 times hourly rates. Client's agreement to "Fast track" services will be acknowledged by a written agreement signed by Client.

Weekend meetings will be billed at 1.5 times hourly rates.

Direct Project Expenses include, but are not limited to, computer plotting and blueprinting, copies, reprographics and reproduction, postage, express delivery, courier service, mileage, authorized travel, long distance and facsimile charges, photographs, renderings and models, municipal fees, consultants, professional liability and general liability insurance requested by Client in excess of JA's standard amounts, and incidental materials or fixtures which go into a project.

Billings and Payments: Invoices shall be submitted monthly for services and reimbursable expenses and payment is due when invoices are rendered. Invoices shall be considered past

due if not paid within thirty (30) days after the invoice date, in which event, JA may, without waiving any claim on right against Client, and without liability whatsoever to Client, terminate the performance of services. A service charge will be imposed at the rate of one and one-half (1.5%) percent per month on any invoices due more than thirty (30) days, which service charge will accrue from the date of such invoice. Client shall be responsible for the costs incurred by JA in collecting past due invoices, including attorneys' fees.

Client may not withhold payment to JA for lack of formal approval, adoption, payment by 3rd party, or acceptance of any application, drawings, proposal, study, report, or recommendation contained herein by Client or by any other person, regulatory agency, official or organization.

TERMINATION. This agreement may be terminated upon ten (10) days' written notice by either party to the other in the event of substantial failure by the other party to perform in accordance with the terms hereof. In the event of termination, Client shall pay JA for all:

(i) Services rendered to the date of termination; (ii) Reimbursable expenses; and (iii) Termination expenses.

DISPUTE RESOLUTION. Claims, disputes and other matters in question between the parties shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

A demand for arbitration shall be made in writing within 30 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

OWNERSHIP OF DOCUMENTS. All documents, plans and instruments produced by JA, including, but not limited to, drawings and specifications, shall remain the property of JA and may not be used by Client for any other endeavor without the written consent of JA. JA reserves all rights, including the copyright of its documents, plans and instruments. Client or others cannot use JA's documents to complete this project with others unless JA is found to have materially breached this agreement.

Unless clearly stated otherwise within this agreement, the furnishing of electronic copies of drawings and specifications shall be at the sole discretion of JA. There are no implied or understood Client rights to electronic information unless written into this agreement.

Should electronic files be provided to the Client, JA shall not be held liable should the original electronic copies be altered in any form. The Client or receiving party will sign a statement, prepared by JA holding harmless and indemnifying JA from any and all claims or liability arising out of the use of any electronic files. Furthermore, no electronic copies shall be released until JA has been paid in full for all services associated with said project.

MISCELLANEOUS PROVISIONS.

Access to Site: Client will provide JA right of entry and suitable access to the site for activities necessary for the performance of services.

Jurisdiction: Unless otherwise specified, this agreement is governed by the laws of the State of Connecticut.

Entire Agreement: This agreement (including the schedule or schedules referred to in the body of this agreement and attached hereto) constitutes the entire agreement between parties and the parties hereby acknowledge that no express or implied representation, warranties, conditions or understandings have been made between them except as set forth herein. This agreement may be amended only by written instrument signed by JA and Client. Neither party may assign this agreement, or any right, title or interest therein without the prior written consent of the other party. Notwithstanding any other term in this agreement, *JA shall not control or be responsible for another party's means, methods, techniques, schedules sequences or procedures, or for construction safety or any other related programs.*

Indemnity: Client agrees to indemnify, defend and hold JA harmless from and against any and all claims, liabilities, suits,

Terms and Conditions 09

demands, losses, costs and expenses, including, but limited to, reasonable attorneys' fees and all legal and fees incurred on appeal, and all persons, firm or other legal entities on account of any damages or property or persons, including injury or death, or losses, arising out of the project and/or the performance of obligations under this agreement to the extent such damages or losses are found by a forum of competent jurisdiction to be caused by negligent errors or omissions.

Risk Allocation: Client understands and acknowledges the design and construction process for this project certain risks, to both Client and JA. Client further and acknowledges that the amount of risk that JA is tied, in part, to the amount of compensation re services rendered. JA's fee for the services offered on Client's agreement to limit JA's liability as described. Client further acknowledges that were it not for that to limit JA's liability, JA's compensation would necessarily increase to address the risks posed by this project. Therefore, acknowledging Client's right to discuss provision with legal counsel experienced in the design construction process, as well as other design professionals, JA voluntarily agrees that, to the fullest extent permitted by law, JA's total liability to Client for any and all injuries, liabilities, losses, costs, expenses or damages arising out of or in any way related to the project agreement from any cause or causes including, but not limited to, JA's negligence, errors, omissions or breach of contract, shall not exceed the total compensation JA under this agreement. This limitation of liability to Client's claims for damages as well as Client's contribution and indemnity with respect to third parties.

Should any legal proceeding be commenced by parties to this agreement seeking to enforce any provisions, including, but not limited to, fee provisions, prevailing party in such proceeding shall be entitled in addition to such other relief as may be granted, to reasonable sum for attorneys' and expert witness which shall be determined by the court or forum proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" is a party which dismisses an action for recovery here exchange for payment of the sum allegedly due, or of covenants allegedly breached, or consideration substantially equal to the relief sought in the actual proceeding.

Client acknowledges and agrees that proper *pr* maintenance is required after the project is complete or of improper maintenance may result in damage or persons. Client further acknowledges that, as a party to this agreement, Client is solely responsible for results of any lack of or improper maintenance.

JA reserves the right to photograph the project in professional representations of the project in promotional materials and its website.

Stale Date: This contract expires if not signed to JA within 15 days. If Client requires JA to begin before signing the agreement, Client agrees that proposed terms are in force.

Substitutions of equipment or specified products shall be made by anyone without JA's permission.

Design Projects: On any project that requires State or State approvals, Juliano Associates LLC does not warrant or guarantee an approval.

This agreement shall be binding upon and in the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

Wallingford Little League Improvements PHASE 1

Field 1 (Existing)	Quantity	Cost	Total	Details
Field Renovation (Infield)	1	\$59,924	\$59,924	Diamond Landscape and Athletic Fields
Irrigation	1	\$17,820	\$17,820	Diamond Landscape and Athletic Fields
Dugouts	2	\$12,000	\$24,000	
Scoreboard	1	\$7,200	\$7,200	Electro-mech
2023 Toro Sand Pro® 3040	1	\$27,346	\$27,346	Turf Products
Scag Tiger Cat II 61"	1	\$12,832	\$12,832	Iron Horse
Speaker/Announcement System	1	\$6,000	\$6,000	Pro Acoustics
Aer-Cushion Outdoor Padding	1	\$369	\$369	Practice Sports
Infield Grooming Rakes	3	\$100	\$300	Beacon Athletics
Streamliner 354 Line Chalker	1	\$550	\$550	Beacon Athletics
Beacon Cocoa Mat Hand Drag	2	\$239	\$478	Beacon Athletics
Infield Screen	1	\$850	\$850	Beacon Athletics
L-Screen	1	\$850	\$850	Beacon Athletics
Beacon Tarp Cart System	1	\$1,599	\$1,599	Beacon Athletics
Bleachers	2	\$10,659	\$21,318	Beacon Athletics
		Phase 1 Total	\$181,436	

Wallingford Little League Improvements PHASE 2

Field 2 (New)	Quantity	Cost	Total	Details
Field Construction (Complete Field)	1	\$100,000	\$100,000	
Fencing	1	\$50,000	\$50,000	
Dugouts	2	\$12,000	\$24,000	
Scoreboard	1	\$7,200	\$7,200	Electro-mech (LX-1130)
Aer-Cushion Outdoor Padding	1	\$369	\$369	Practice Sports
Speaker/Announcement System	1	\$6,000	\$6,000	Pro Acoustics
Infield Grooming Rakes	3	\$100	\$300	Beacon Athletics
Infield Screen	1	\$850	\$850	Beacon Athletics
L-Screen	1	\$850	\$850	Beacon Athletics
Beacon Tarp Cart System	1	\$1,599	\$1,599	Beacon Athletics
Bleachers	2	\$10,659	\$21,318	Beacon Athletics
		Phase 2 Total	\$212,486	

