



### SERVICE CONTRACTOR AGREEMENT

**THIS AGREEMENT is made and entered into this 1 Day of November, 2019 for the by and between Owens, Renz and Lee Co. Inc. ("DBA Owens Realty Services") (herein referred to as the "Manager") and Greenway Property Services (GPS) (herein referred to as "Service Contractor"). In general, defined specifically in Exhibits as follows:**

- A: Scope of Work**
- B: Compensation Schedule**
- C: Certificate of Insurance Requirements**
- D: Rules & Regulations**

**Manager is engaging Service Contractor to perform the following good or service:**

**SERVICE: Snow Removal Services**

**LOCATION: Fairfield Metro Train Station, Bridgeport Garage, Bridgeport Train Station**

**WHEREAS, "Manager" is authorized to enter into such agreement on behalf of the State of Connecticut and its property located at addresses identified in Exhibit "E".**

**WHEREAS, Service Contractor is skilled in the performance of all the Contract Duties (identified below) and has offered to perform all said Contract Duties with respect to the Properties; and**

WHEREAS, "Manager", in furtherance of its duties as Facility Manager of the Properties, is desirous of securing the performance of all the Contract Duties by Service Contractor.

In consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

**Section 1. Term of Agreement.**

Unless sooner terminated as herein provided, the term of this Agreement shall begin on 11/1/2019 (herein "Contract Commencement Date") and shall end on September 30, 2021 with (2) additional one year renewals through 9/30/2023 (herein "Contract Expiration Date").

**Section 2. Contract Duties.**

From and after the Contract Commencement Date and until the Contract Expiration Date or earlier termination of this Agreement, Service Contractor shall timely and fully perform all of the *Contract Duties set forth in Exhibit A* which is attached hereto and incorporated by reference herein. Service Contractor further agrees to perform all of the Contract Duties in a good and workmanlike manner in accordance with industry standards established by those engaged in a business similar to that of Service Contractor in performance of the Contract Duties; and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Service Contractor, and all other expenses whatsoever incurred in the performance of the Contract Duties; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Contract Duties and to otherwise comply with all governmental regulations pertaining to the performance of the Contract Duties; and to uniform all employees, servants and agents to the subjective satisfaction of Manager; and to provide a competent and well trained on-site supervisor for performance of the Contract Duties at all times when said Contract Duties are being performed; and to maintain a continuing employee training program so as to insure the efficiency of performance of the Contract Duties and to insure the safety of all persons on the Property, and to keep the Property free from accumulation of waste materials or rubbish caused by Service Contractor's operations.

**Section 3. Service Contractor's Compensation.**

Unless this Agreement is terminated prior to the Contract Expiration Date, Manager shall pay Service Contractor compensation, for Service Contractor's performance of the Contract Duties, *in the amounts and at the rates established in Exhibit B* which is attached hereto and incorporated by reference herein.

#### Section 4. Additional Work.

It is understood that, from time to time during the term of this Agreement, Manager may request Service Contractor to perform services or provide materials which are not set forth in the Contract Duties but are related to the services encompassed within the Contract Duties (herein "Additional Work"). Service Contractor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Manager shall authorize in writing the scope of such Additional Work and compensation payable to Service Contractor for the full performance of said Additional Work on the Additional Work Order Form. In the event Service Contractor shall fail to secure such in writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Contract Duties and Service Contractor shall not be entitled to any additional compensation therefore.

#### Section 5. Early Termination.

Manager may terminate this Agreement; at any time and for any or no reason whatsoever, by giving the Service Contractor not less than thirty (30) days advance written notice of same, which shall specify the effective date of early termination; however, Manager may terminate this Agreement immediately in the event that Manager is no longer the State of CT/DOT/RAIL. The Service Contractor shall receive compensation for all Work and Additional Work actually performed through the said effective date of early termination. The Service Contractor shall not be entitled to any compensation with respect to any period after such early termination.

#### Section 6. Relationship of Parties.

The Service Contractor is retained by Manager only for the purpose and to the extent set forth herein and Service Contractor's relationship with Manager shall, during the entire term of this Agreement, be that of independent contractor so that neither the Service Contractor, nor any employee, agent, servant, officer, director or shareholder of Service Contractor, shall be deemed an agent, servant or employee of Manager. Service Contractor agrees to indemnify and hold the State of Connecticut and Manager and their respective affiliates, and their partners, officer, directors, employees and agents harmless of and from any and all liabilities, claims, demands, damages, damages, and expenses (i) arising from any determination (whether judicially or administratively) that some relationship, other than that of independent contractor, exists between the State of Connecticut and/or Manager and Service Contractor, or (ii) in connection with hiring, termination, discipline, evaluation and resolution of complaints and grievances of Service Contractor's employees.

## Section 7. Indemnification and Insurance.

The Contractor agrees to indemnify, defend and hold the Contract Holder and the Property Owner, and their respective offers, agents and employees, harmless from and against all costs, liabilities, claims, suits, expenses and damages, including reasonable attorneys' fees, arising out of, or incurred in connection with, the Contractor's (and/or its employees') intentional acts or omissions, negligence or default in the performance of, or compliance with, any term or covenant of this Agreement.

Prior to the commencement of the term of this Agreement, the Contractor shall furnish to the Contract Holder a certificate of insurance evidencing all insurance the contractor is obligated to carry under this Agreement, which certificate shall contain an endorsement providing that the Contract Holder and the Property Owner will be given at least 30 days prior written notice of cancellation of, or any material change in, the insurance coverage.

During the entire Contract Term, the Contractor shall maintain the following insurance coverage in the following minimum amounts listed below in this section. Any exceptions to the insurance limits must be approved in writing prior to contract execution.

- **Comprehensive General Liability - \$1,000,000.00 per Occurrence and \$2,000,000.00 in Aggregate**  
*Comprehensive General Liability Insurance protecting the Contractor, the Contract Holder, and their respective servants, agents or employees against damages arising from bodily injury (including death) and from claims for property damage which may arise directly or indirectly out of the operations of the Contractor their subcontractors, servants, agents or employees under this contract. Such insurance shall be for an amount acceptable to the Contract Holder and shall in any event be not less than \$1,000,000 inclusive of any one Occurrence, and \$2,000,000 in the Aggregate and shall include a standard form of cross liability clause. The policy of insurance shall cover: all liability arising out of products whether manufactured or supplied by the Contractor; completed operations; personal injury; Broad Form Property Damage including all explosion, collapse and underground hazards; independent contractors; and contractual liability, included but not limited to, liability assumed by the Contractor under this Contract and shall include the Contract Holder as an additional insured; coverage for completed operations must remain in force for two years after Total Performance of all work, and the insurance policy must contain a per project aggregate.*
- **Comprehensive Auto Liability - \$1,000,000.00 per Occurrence**  
*Comprehensive Automobile Liability Insurance on the Contractor's owned, non-owned and hired vehicles, protecting the Contractor against damages arising from bodily injury (including death) and from claims for property*

*damage arising out of their use on the operations of the Contractor, their subcontractors or of agents under this Contract. This insurance shall be for an amount acceptable to the Contract Holder and shall in any event be not less than \$1,000,000 inclusive of any one accident.*

- **Worker's Compensation – Statutory Amount**  
*Prior to commencing the Services, Contractor shall provide evidence of compliance with the requirements of the State with respect to workers' compensation insurance including payments due thereunder. At any time during the term of the Agreement, when requested by Contract Holder, Contractor shall provide such evidence of Workers' Compensation including Employers Liability with minimum limits.*
- **Excess Liability Insurance with limits of \$5,000,000**  
*The policy must be excess of the underlying General Liability, Automobile and Workers Compensation policies.*
- **Bodily Injury each occurrence and aggregate - \$1,000,00.0**
- **Contractor Pollution Liability Coverage - \$1,000,000 per Occurrence**  
*This is only required if the Contractor is engaged in environmental abatement or remediation work or if Contractor work will involve use, treatment, storage, removal or transport of hazardous materials at, to, or from the site.*
- **Professional Liability insurance - \$1,000,000 – “Claims made”**  
*If contractor's work includes professional design or engineering services or includes professionals on staff or under consulting agreement or any advising services, Contractor shall secure and maintain Professional Liability insurance with limits not less than \$1,000,000 covering the professional services performed in connection with the project, and continuing in force by renewal or extended reporting provision for at least than five years after the completion of the project.*
- **Railroad Protective Liability – when the agreement involves work within (50) feet of the railroad right of way or State owned rail property with respect to the operations performed by the Contractor and/or it's sub-contractors, the contractor shall carry Railroad Protective Liability insurance providing coverage of at least \$2,000,000 for each accident or occurrence resulting in damages from bodily injury to/or death of all persons and/or injury to or destruction of property and subject to that limit per accident or occurrence, an aggregate coverage of at least \$6,000,000 for all damages during the policy period and with all entities falling within any of the following listed categories specified as named insured: the owner of the railroad right of way, the owner of any railcar licensed or permitted to travel within the affected portion of the railroad right of way, the operator of any licensed or**

permitted to travel within the affected portion of the railroad right of way, the State, if not falling within any of the above listed categories, and any other party with an insurable interest. If such insurance is required, the Contractor shall obtain and submit evidence of the minimum coverage indicated above to the State prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

The Contractor will list the named additional insureds listed on the Page 1 of this Agreement on the Contractor's insurance policies.

All insurance policies shall be obtained by the Contractor and shall be agreed upon by the Contract Holder prior to the commencement of the work. During the term of this agreement, the Contractor must promptly produce on demand of Contract Holder evidence of the required insurance coverage (including providing a complete copy of the insurance policy) and payment of premiums thereon unless Contract Holder assumes responsibility for payment of such premium. If not so produced, the Contract Holder shall have the immediate right to procure the required insurance on behalf of the Contractor, and to charge and deduct the cost thereof from the within price, but the Contract Holder shall not be under any obligation to do so.

The Contract Holder is to receive 30 days notice of cancellation or non-renewal of coverage and/or changes in limits of coverage on any policy.

All policies of Contractor shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Contract Holder has purchased.

The Contractor shall be responsible for all loss or damage to the work, including the Contractor's materials delivered to site for incorporation therein and all property issued to the Contractor by the Contract Holder for use or incorporation in the work.

The Contractor shall insure against all risk of direct physical loss under a policy of insurance which shall protect, subject to its terms, conditions and exclusion, the work to be performed under this contract and all materials after they have been incorporated therein.

The Contractor shall secure, pay for, and maintain whatever insurance they may deem necessary for protection against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, any tools, equipment, stagings, towers and forms owned or rented by their subcontractors or agents under this contract. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance to maintain adequate levels of coverage shall not obligate the Contract Holder or their

agents and employees for any losses of owned or rented equipment. If the Contractor secures such insurance, the insurance policy shall include a waiver of subrogation as follows: "It is agreed that in no event shall this insurance company have any right of recovery against the Contract Holder."

The Contractor agrees to cooperate fully with the insurance company or companies in carrying out the provisions and conditions of all policies applicable to work to be done, as well as all rules and recommendations of such company or companies in regard to accident prevention, reports and audits. The Contractor further agrees that notice of every accident will be reported immediately to the Contract Holder, and also to such insurance company or companies.

The Contractor agrees not to subcontract any part of the work called for by this contract or permit the further subcontracting of any part thereof, without prior notice to the Contract Holder, and only with the written consent of the Contract Holder. If the Contract Holder consents to such subcontracting, then every such contract or subcontract shall contain complete provisions identical to paragraphs included herein for the benefit, protection, and indemnification of the Contractor, and the Contract Holder. The Contract Holder shall be furnished immediately after the execution of each such contract with a certification from the Contractor issuing the contract that such clauses are contained in the contract.

All insurance companies providing the insurance protection set forth above shall maintain a "Best's" rating of "A" VIII or better and be licensed to do business in the State of Connecticut.

#### Section 8. Damage Limitation

In no event shall the State of Connecticut or Manager be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Service Contractor and/or its affiliates, subcontractors, agents or employees in connection with this Agreement.

#### Section 9. Confidentiality

The Service Contractor shall not, at any time during, or after the expiration of, the Term, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of the Manager, which shall have come to the knowledge of the Service Contractor in the course of providing the services hereunder. The Service Contractor further agrees to treat as confidential, and to use only for the advancement of the interests of the Manager, all data and other information submitted to or obtained by it in connection with the Service Contractor's performance of the services. Except as may otherwise be agree by the Manager, all originals and copies of any such materials shall be returned to the Manager at such time as is requested by the

**Manager.**

Likewise, the Manager shall not, at any time during, or after the expiration of, the Term, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of the Service Contractor, which shall have come to the knowledge of the Manager in the course of providing the services hereunder. The Manager further agrees to treat as confidential, and to use only for the advancement of the interests of the Service Contractor, all data and other information submitted to or obtained by it in connection with the Service Contractor's performance of the services. Except as may otherwise be agreed by the Service Contractor, all originals and copies of any such materials shall be returned to the Service Contractor at such time as is requested by the Service Contractor.

**Section 10. Assignment and Delegation**

Service Contractor shall be absolutely prohibited from assigning this Agreement or delegating or subcontracting any of the Contract Duties (or any right, obligation or performance of Service Contractor hereunder), it being agreed that the services to be performed hereunder are personal in nature. Any attempted assignment or subletting of this Agreement or any delegation or subcontracting of any Contract Duties or Additional Work without Manager's prior written consent, which may be withheld in Manager's sole and absolute discretion, shall be void and of no force and effect.

Manager may assign this Agreement, at any time, in its sole and absolute discretion, to Manager's nominee by giving Service Contractor written notice of same, which notice shall specify the assignee and effective date of assignment.

**Section 11. Notices**

Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. Mail; (ii) a reputable messenger service or a nationally recognized overnight carrier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

<b>If to Manager:</b>	<b>Owens, Renz and Lee CO. Inc</b> <b>2 Summit Pl., Branford, CT 06405</b>
<b>If to Service Contractor:</b>	<b>Greenway Property Services</b> <b>95 Elmcroft Rd.</b>



Stamford, CT 06902

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

Section 12. No Waiver

Failure of Manager at any time to require performance by Service Contractor of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Manager of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

Section 13. Severability

If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.

Section 14. Applicable Law.

The Service Contractor agrees to make itself aware of and comply with, and cause it subcontractors to comply with all federal, state, and local laws, regulations and ordinances relating to the performance of this contract or to the products and services delivered hereunder, including without limitation, E-Verify, Workers' Compensation, the Fair Labor Standards Act (FSLA) the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and Occupational Safety And Health Administration (OSHA). The Service Contractor further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this section has occurred or does occur, the Service Contractor will indemnify and save harmless the State from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (other than its rules as to conflicts of law which might require application of laws of another jurisdiction).

Section 15. Compliance with IRCA.

The Service Contractor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All employees of Service Contractor assigned to the Property will have had their identity and eligibility for work within the United States properly verified using "e-verify". Within three (3) days of receipt of a written request from Manager, the Service Contractor shall provide copies of the I-9 form or such other documentation as may be appropriate to satisfy Manager as to

the Service Contractor's compliance with IRCA.

The Service Contractor agrees to defend and indemnify the State of Connecticut, Manager and their affiliates and subsidiaries, and the respective directors, partners, officers, agents, representatives, and employees of each of them from and against any claims, actions, suits or proceedings of any type whatsoever arising out of or in any way connected with the Service Contractor's breach of the terms of the paragraph immediately above.

**Section 16. Compliance with Safety Regulations**

The Service Contractor shall plan for, and ensure, that *all* personnel performing any Contract Duties or Additional Work comply with the basic provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29 CFR 1926) as such federal regulations are applicable to the specific tasks constituting the Contract Duties and Additional Work (if any). The responsibility for the implementation and enforcement of health and safety requirements lies with Service Contractor, and its safety support staff. Service Contractor shall provide Material Safety Data (MSD) Sheets in compliance with OSHA Hazard Communication Standards. Service Contractor shall take all necessary and desirable precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. all personnel on the work site.
- b. all materials or equipment to be provided, incorporate in, or utilized in connection with, the Contract Duties, whether on or off the work site.
- c. other property located at the site of the Contract Duties or at the Facilities.
- d. the Facilities.

**Section 17. Miscellaneous Provisions Applicable to Service Contractor:**

The Service Contractor shall, at all times, abide by the *Property Rules & Regulations as detailed in Exhibit D*, enforce a strict discipline and good order among its employees and shall not employ on the Contract Duties any unfit person or anyone not skilled in performance of the Contract Duties. Manager has the right to require The Service Contractor to remove from its work force assigned to the Property any employees or subcontractor's employees whose presence the Manager or State of Connecticut deems, is at its sole discretion, to be detrimental to the best interests of the facilities.

In conducting the Contract Duties, The Service Contractor and all of its subcontractors shall agree to employ only labor which shall not result in jurisdictional disputes or strikes or cause disharmony with other contractors, agents, and employees at the Property.

The Service Contractor warrants to Manager that all Contract Duties shall be performed in a safe, good and workmanlike manner, and that the Contract Duties, including all materials and equipment hereunder, shall conform to all requirements and specifications identified in this Article shall be free from defects of any kind in materials and workmanship. All Contract Duties not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

The Service Contractor, in performing the Contract Duties, shall comply with all applicable laws. The Service Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of Manager or the State of Connecticut, or which would violate any applicable law. If The Service Contractor performs any Contract Duties contrary to applicable law, any additional costs resulting there from, including the costs of correcting said Contract Duties to comply with such law and the cost of fully indemnifying Manager and the State of Connecticut from any liability or expenses with respect to such violations by The Service Contractor may be offset by Manager and Insurer against amounts owing to the Service Contractor in connection with the action or otherwise. The Service Contractor shall also at all times comply with the Rules and Regulations for Contracted Service Personnel attached to this Agreement as Attachment D and incorporated by reference herein, as well as any other) rules or regulations reasonably imposed by Manager in connection with the safe and efficient operation of the Property and/or the performance of the Contract Duties by The Service Contractor.

The Service Contractor shall obtain at its own cost all licenses (including professional licenses), permits, certificates and/or authorizations necessary for Service Contractor to do business in all jurisdictions where any part of the Contract Duties are to be performed. The Service Contractor shall also obtain all licenses, permits, certificates and authorizations necessary in connection with the Service Contractor's performance of the Contract Duties, and give all notices required under applicable law, and/or any governmental entity having jurisdiction over the Contract Duties, the Service Contractor, its employees, agents, subcontractors, Contractors, or the activities of any of them.

The Service Contractor shall promptly remedy any and all damage or loss to any property at the site or at the Property if such damage or loss is caused directly or indirectly, in whole or in part, by *The Service Contractor*, any subcontractor or anyone directly or indirectly performing the Contract Duties.

The Service Contractor shall not permit any discrimination against or segregation of any person or groups of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color,

creed, national origin, or ancestry nor shall The Service Contractor or any person claiming under or through The Service Contractor, establish or permit any such practices or practices of discrimination or segregation in connection with the performance of the Contract Duties and The Service Contractor's other obligations under this Agreement.

All drawings, specifications, studies, analyses, opinions, reports, or other information and material of any nature, and copies thereof, i) provided to The Service Contractor by the State of Connecticut or Manager; (ii) prepared pursuant to this Agreement; or (iii) to which The Service Contractor otherwise has access during the performance of Contract Duties are the property of the State of Connecticut, and are to be treated as confidential. They are not to be disclosed to others without prior written approval and shall be returned upon completion of the Contract Duties, or termination of this Agreement. The Service Contractor shall advise its affiliates, subcontractors, agents and employers having access to said information of this obligation of confidentiality and bind said parties to this obligation. No articles, papers and/or treatises related to or in any way associated with the Contract Duties performed pursuant to this Agreement shall not be submitted for publication of any kind without the State of Connecticut's and Manager's prior written consent.

**Section 18. Non-Discrimination Clause:**

- (1) The Service Contractor agrees and warrants that in the performance of the Contract such Contractor 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, gender identity or expression, intellectual disability, mental disability or physical disability, including but not limited to, blindness, unless it is shown by such Contractor 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; and Contractor further agrees to take affirmative action to insure 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (4) The Contractor agrees to comply with each provision of this Section and Connecticut General Statutes Section 46a-68e and 46a – 68f and with each regulation or relevant order issue by said Commission pursuant to Connecticut General Statutes Section 46a-56, 46a – 68e and 46a-68f; and
- (5) The Contractor 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 Contractor as relate to the provisions of this Section and Connecticut General Statutes Section 46a-56. If the contract is a public works contract, Contractor 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 projects.
- (6) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor 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 Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor 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 Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

#### Section 19. Miscellaneous.

**Time of Essence:** The Service Contractor acknowledges that time is of the essence is regard to its performance under this Agreement.

**Manager:** All references to "Manager" contained in this Agreement relate to Owens, Renz and Lee Co. Inc. (DBA Owens Realty Services) solely in its capacity as the duly authorized Manager of the Properties pursuant to their Management Agreement with the State of Connecticut. No reference to "Manager" herein contained shall be construed as creating any liability of Manager for any obligation in any capacity other than as the duly authorized Manager of the Properties

pursuant to the Management Agreement.

**The Service Contractor's Default:** If The Service Contractor shall default in the performance of the Contract Duties or any other duty imposed upon The Service Contractor hereunder, Manager may (but shall not be required to), without notice to The Service Contractor and with or without terminating this Agreement, rectify such defaults and either deduct the reasonable cost of cure and from amounts due to The Service Contractor hereunder or Manager may directly bill The Service Contractor for such reasonable costs.

Prior to termination of Contract Duties, The Manager shall give notice to The Service Contractor of performance issues. The Manager will give The Service Contractor thirty (30) days to cure any such performance issue or deficiency.

**Force Majeure:** Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.

Notwithstanding any other provision of this Section, even though the performance of The Service Contractor or a subcontractor or delivery of equipment or materials by a supplier is delayed by an unforeseen event or occurrence beyond the control of The Service Contractor, such subcontractor or such supplier of equipment or materials, The Service Contractor hereby agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that The Service Contractor fails to secure available alternate sources of services, equipment or materials, Manager is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to The Service Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. The Service Contractor shall not be paid any additional compensation by Manager due to an unforeseen or uncontrollable event or occurrence of the type described in this Section.

In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrences which it believes falls within the contemplation of this Section.

**Estoppel Certificate:** Upon request of Manager or the State of Connecticut, The Service Contractor agrees to provide to Manager or the State of Connecticut, as the case may be, within five (5) days after receipt of written request therefore, a written statement certifying that this Agreement is in full force and effect, that Manager and Service Contractor are current in their respective obligations hereunder and that Manager is not in default under any provision of this Agreement.

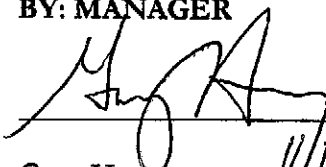
**Survival:** The provisions of Sections 6, 8, 9, 11 and 15 of this Agreement shall survive the expiration or early termination of this Agreement.  
The individual executing this Agreement on behalf of The Service Contractor personally certifies and warrants that by his or her execution hereof; this Agreement shall be legally binding on and enforceable against The Service Contractor.


**Section 20: Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the Contract Duties and supersedes all prior negotiations, representations or acts relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

Unless otherwise expressly provided herein, no changes, alterations of this Agreement shall be effective, unless in writing and signed by the respective parties hereto or their duty authorized agents.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written by the corporate parties and their officer duly authorized.

BY: MANAGER  
  
\_\_\_\_\_  
Greg Horan 11/18/19  
Facility Manager  
Owens Realty Services  
Region B

BY: SERVICE CONTRACTOR  
  
\_\_\_\_\_  
Name: Rocco Lagana  
Title: PRESIDENT  
Date: 11/15/19

## **EXHIBIT A**

### **Exhibit A – Scope of Work**

1. Contractor shall provide a **lump sum** amount to complete snow removal and ice control at the Region B properties including spring cleanup. The lump sum total will be divided into (6) monthly invoices from November – April by site. In the case of a storm(s) in October this contract will cover that period of time. Insurance should be included in your lump sum.
2. Hauling snow will be on a time and material basis based on the contracted amounts for labor and equipment and will be authorized by the Property Manager and a separate PO.
3. The contractor will provide trained and licensed personnel to operate all equipment to remove the snow and ice. The contractor is to have a point person assigned to each site to oversee the work and as the contact for the Property Manager.
4. All work to be performed shall conform to all municipal, State and Federal guidelines, regulations and statues.
5. Contractor will furnish all labor, materials, equipment, transportation, trucking and supervision necessary for and incidental to all snow removal and ice management of the sites.
6. Contractor shall be held responsible for any and all damages to the facility and/or the property caused by the contractor's personnel or equipment. Contractor will advise Property Manager immediately of any incident and the how the situation is going to be corrected.
7. All the contractors employees must complete the Metro North safety training course at [www.contractororientation.com](http://www.contractororientation.com) and have the identification card on them while working at the sites.
8. Spring cleanup shall include repairs or replacement of items damaged during snow removal including but not limited to curbing, asphalt, signage, fencing, walls, guard rails and any other object damaged by the snow removal process.

### **Specifications**



1. Snow removal is to commence at 1" and continue throughout the remainder of the storm. The contractor should be at the site prior to the beginning of the storm. This includes ice management as well.
2. Removal for snow and ice and ice control is for all driveways, roadways, parking lots, stairways, sidewalks, platforms, pedestrian walks.
3. Handicap sections in walks and parking areas, hydrants, dumpsters, generators, sprinkler valves must be clear at all times.
4. Contractor will pile snow piles in approved and designated areas on the property.
5. No sand is to be used at the sites. And a non- corrosive ice melt should be used on the sidewalks, platforms, pedestrian walks and stairways to be reviewed and approved by Owens Realty Services.
6. Dedicated equipment such as plows, walk behinds, loaders, electric brooms, etc. shall be stored at the sites at designated and approved areas.
7. **A list by site of equipment has been provided as a guide for pricing. Review and make additions and/or recommendations if needed.**

**Fairfield Metro:**

- 1 3/4 ton plow truck
- 1 full ton Mason dump plow truck with 4 yard spreader
  - 1 45HP tractor or full size Skid Steer loader
  - 1 6 Yard loader with 16ft pusher box.
  - 2 power brooms for platforms
  - 1 snow blower for long walks
- 6-8 hand laborers depending on size of storm. These are not including the operators for the above trucks/equipment

**Bridgeport:**

- 1 3/4 ton plow truck with spreader
  - 1 Skid Steer loader
  - 2 Power brooms for platforms
  - 1 snow blower for long walks
- 9-11 hand laborers depending on size of storm. These are not including the operators for the above trucks/equipment

1. Storage of equipment and materials must be in approved containers and the location approved.
2. Hauling will be on an as needed basis and at the direction of the Property Manager.
3. Contractor will text the PM when they arrive at the site, provide periodic photo updates during the storm at 10am and 2pm and when they are completed. During an overnight storm photos with an update is required by 5am to the PM. No exceptions.

\* REVISED

FF Metro

2019 - 2020: ~~\$127,500.00~~ \$ 115,000.00 PL

2020 - 2021: ~~\$127,500.00~~ \$ 115,000.00 PL

Option Years

2021 - 2022: ~~\$127,500.00~~ \$115,000.00 PL

2022 - 2023: ~~\$127,500.00~~ \$ 115,000.00 PL

Harbor Yard Parking Garage

2019 - 2020: \$12,750.00

2020 - 2021: \$12,750.00

Option Years

2021 - 2022: \$12,750.00

2022 - 2023: \$12,750.00

Bridgenort Train Station

2019 - 2020: ~~\$72,250.00~~ \$62,250.00 PL

2020 - 2021: ~~\$72,250.00~~ \$62,250.00 PL

Option Years

2021 - 2022: ~~\$72,250.00~~ \$62,250.00 PL

2022 - 2023: ~~\$72,250.00~~ \$62,250.00 PL

**Snow Hauling Costs**

**3 Yd Payloader:**            \$ 215.00 /HR.  
**Operator:**                    \$ 60.00 /HR.

**6 Yd Payloader:**            \$ 240.00 /HR.  
**Operator:**                    \$ 60.00 /HR.

**Tri-axle or Dump Trailer:** \$ 90.00 /HR.  
**Operator:**                    \$ 60.00 /HR.

**Mason Dump Truck:**       \$ 55.00 /HR  
**Operator:**                    \$ 60.00 /HR

**Skid Steer:**                 \$ 65.00 /HR  
**Operator:**                    \$ 60.00 /HR

**Plow Truck:**                 \$ 65.00 /HR  
**Operator:**                    \$ 60.00 HR

**Additional labor:**           \$ 60.00 HR.

**Exhibit C – Region B Maps  
Exhibit F- I; State of CT Attachments**

**EXHIBIT B**  
**Pricing**

## EXHIBIT C

### INSURANCE REQUIREMENTS

1. Prior to the commencement of any work in the building or on the building property/grounds, a correct certificate of insurance MUST be in place with the management office via a standard Accord statement issued by your carrier. All policies must be written by companies licensed to do business in the State of Connecticut and which have a rating by Best's Key Rating Guide of not less than "A".

Coverage minimums are as follows:

- a) **Commercial General Liability** - \$1,000,000 Combined Single Limit  
Including:  
Contractual Liability  
Broad Form Property Damage  
Explosion, Collapse and Underground Property Damage (as necessary)
  - b) **Commercial Automobile Liability** - \$1,000,000 Combined Single Limit  
/\$2,000,000 aggregate Including:  
Owned Vehicles  
Hired Vehicles  
Non-Owned Vehicles
  - c) **Worker's Compensation** – As required by Connecticut State Law
  - d) **Excess Umbrella Liability** – may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
2. Description of Operations: In this section of the Accord statement, you must list the operations to be performed at this location.
  3. Certificate Holder:  
**Owens, Renz & Lee Co., Inc. (DBS Owens Realty Services)**  
**2 Summit Pl.**  
**Branford, CT 06405**
  4. Additional Insured:  
**St.of CT/ Department of Transportation/Rail**  
**2800 Berlin Turnpike, Newington, CT 06111**
  5. Cancellation Notice: Thirty (30) day minimum cancellation notice.



## EXHIBIT D

### GENERAL RULES AND REGULATIONS

1. All Contractors, Sub-Contractors, Vendors and Delivery Agents **MUST** contact a member of the Owens Realty Services team and may sign-out either at the Security Desk or other Administrative Areas and announce the reason for entry into the facility. **NO EXCEPTIONS.**
2. Any contractor, vendor or delivery agent requiring access to the properties after-hours or before-hours, even if they began work during regular office hours, must pre-arrange access to the building with the management office. All after-hours access must be arranged with the Management Office by 4:00pm of each business day. Normal hours for the management office are 8:30am until 5:00pm, Monday through Friday. Property Management may be reached after-hours via the Emergency Call Center at 800-238-0867.

**The Management Office address is:**

**Owens Realty Services  
525 WaterStreet  
3<sup>rd</sup> floor, suite 3  
Bridgeport, CT 06604**

When calling or stopping by the Management Office to arrange for after-hours access to the building or grounds, be prepared to provide the following information:

- a) Name of Service Contractor/contractor/subcontractor that needs access.
  - b) List of all employees/workers who need access.
  - c) What floors will they be working on?
  - d) In general, what will they be doing? (i.e. demolition, supply delivery, painting, varnishing, etc.)
3. All deliveries must be made through the loading dock entrance and service corridor using the service elevator to reach the floor destination.
  4. Vendor/contractor parking is available in the open lot.
  5. All contractors, vendors and delivery agents are responsible for removal of all trash, debris, pallets, etc. from the job site. The building dumpster and compactor are not for construction waste, furniture, moving boxes, etc. and are not to be used as same. The loading dock area is also to be kept clean and free of debris at all times.
  6. All contractors, vendors & delivery agents shall adhere to all OSHA standards and requirements.

7. All workers and delivery agents shall conduct themselves in a professional, courteous manner. No smoking, eating or drinking is allowed on premises except in areas designated by Maintenance Management. Radios, personal stereos, personal cell phones and the like are prohibited from use while on the premises.
8. The use of foul or inappropriate language, possession or consumption of alcoholic beverages or illegal substances as well as possession of firearms or other weaponry is strictly prohibited. Violators are subject to immediate removal from the premises as well as possible criminal prosecution.
9. Using the premises for jobs other than the assignments specific to The State of Connecticut is prohibited. Acceptance of commissions, kickbacks or fees outside of the agreed upon fee-for-service/good-rendered is also strictly prohibited. Violators are subject to immediate removal from the premises as well as possible criminal prosecution.
10. There will be no loitering by contractors, employees of contractors, vendors or delivery agents allowed in the lobby areas, front entrances or around occupied spaces. Personnel must wear shirts and long pants at all times while on premises. Please instruct personnel to use freight elevator only.
11. The management office must be notified when using chemicals, paints or varnishes that have a strong odor so special ventilation and after-hours scheduling can be arranged.
12. Notify the Management Office of any activity that may set off smoke detectors such as heavy dust being produced or torch work.
13. Notify the Management Office before performing loud construction activities such as hammering or drilling. Core drilling is only permitted after-hours. No jackhammer or similar impact tools allowed during business hours. Use of diesel or gasoline powered tools/equipment is prohibited. On-site storage of explosive materials is prohibited.
14. Twenty-four (24) hour notice is required for fire alarm testing. Whenever possible, fire alarm testing should be scheduled between 6:00am and 7:00am.
15. Contractors will coordinate with the Management Office anytime base-building systems will be shut-down to complete their work. This would include the necessity to cut power to a floor for certain installations. All shut-downs must be done before or after regular hours.
16. Contractors must exercise "dust control" in order to ensure that no construction dust or dirt is tracked out of the job site into the common areas.
17. Contractors may not perform work which will deny neighboring tenants, including those located above and below the job site, the right of "quiet enjoyment" of their premises.



18. The exterior doors, stairwell doors and/or corridor doors are not to be propped open at any time for any reason.
19. Contractors must at all times comply immediately and respectfully with the directions and requests of the on-site Manager's employees as well as those of the on-site Security Guards, if applicable.