



**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 Valet Park of America (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: Parking Management Services**

**LOCATION: West Haven Train Station, Bridgeport Garage/Harbor Yard Parking Garage, Fairfield Metro**

**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 successive 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>Valet Park of America</b> <b>185 Spring Street</b> <b>Springfield, MA. 01105</b>



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 duly authorized agents.

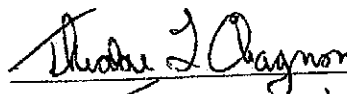
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written by the corporate parties and their officer duly authorized.

BY: MANAGER

  
\_\_\_\_\_  
Greg Horan 11/1/19

Facility Manager  
Owens Realty Services  
Region B

BY: SERVICE CONTRACTOR

  
\_\_\_\_\_  
Name: Theodore L. Chagnon  
Title: President  
Date: 11/01/19

**EXHIBIT A**  
**SCOPE OF WORK**



**EXHIBIT B**  
**Pricing**

## Exhibit A – Scope of Work

### 1. Parking Operations Management

**FAIRFIELD METRO STATION** - currently collecting cash for daily commuters, credit card, check or money order transactions for (6) month permit parking July – Dec and Jan - June. There are currently no parking pay-stations/equipment in place. Parking is currently free on weekends & holidays. Rates are currently in effect: Mon-Fri, 5:00 am – 5:00 pm.

#### Services

- Provide adequate staffing to support the project at the initial takeover and the transition to a mobile app/software payment system and parking enforcement program, including an online permit process. Employees must be able to manage and maintain the system.
- Provide Revenue collection and accounting.
- Manage the permit data base and wait list in accordance to guidelines of Owens Realty Services and CTDOT.
- Manage the permit process; issuing permit tags, activation and deactivation.
- Daily, weekly and monthly reporting requirements.
- Daily deposits.
- Good communication skills as there are frequent interactions with the public.

#### Current Staffing

**Parking Manager** (Mon – Fri), approximately 40 hours per week

- 6:00 am to 2:00 pm.
- Reconciles cashier paperwork and deposits daily revenues from cashiers and permit sale patrons.
- Deposits cash at the local bank on a daily basis.
- Coordinates the sale of permits and reconciles account balances.
- Maintains monthly parking data base and wait list data base.
- Completes back office paperwork. Enters revenue reports into company system.
- Issues citations for parking without a ticket or permit.
- Performs lot counts twice a day to determine vehicle occupancy.
- Submits daily vacancy counts for review.

**Night Supervisor** (Mon – Fri), approximately 40 hours per week

- 1:00 pm to 9:00 pm.
- Coordinates the sales for permits.
- Assists with database management.

- Collects payments for citations.

Cashier (Mon – Fri), approximately 60 hours per week

- 5:00 am -1:00 pm.
- 1:00 pm – 5:00 pm.
- Collects cash from customers and submits to manager for deposit.

### **Current Reporting**

1. Daily Lot Count – 2x/day – 10:00 am and 2:00 pm; occupied spaces, vacant spaces, overnight parking, violations.
2. Daily deposit – copy of deposit ticket
3. Violation log
4. Monthly revenue report and yearly spreadsheet

**BRIDGEPORT STATION** - currently collecting cash for daily customers. Credit card, money order and check are accepted for (1) month permit parking. There are currently no parking pay-stations in place. The garage closes each morning from 12:00 am – 4:00 am Mon-Fri, and is typically closed on the weekends when there are no events at the Webster Bank Arena. The Surface lot is permit parking only Mon-Fri, and free parking on the weekends.

### **Services**

- Provide adequate staffing to support the project at the initial takeover and introduce enforcement software and program, including an online permit process. Employees must be able to manage and maintain the system.
- Staffing for all Special Events that take place at the complex, which must be billed separately from the Mon-Fri parking operation/staffing for the parking garage. Staffing for events range from 15 employees for the larger events to 11 for medium and 4 for small.
- Provide an Event Parking Plan for access, egress and removal of vehicles.
- Manage surface parking lot under I-95.
- Provide Revenue collection and accounting.
- Manage the permit data base and wait list in accordance to guidelines of Owens Realty Services and CTDOT.
- Manage the permit process; issuing permit tags, activation and deactivation.
- Daily, weekly and monthly reporting requirements.
- Daily deposits.
- Good communication skills as there are frequent interactions with the public.

## **Current Staffing – Parking Garage**

Site Manager (Mon – Fri), approximately 45 hours per week

- 12:00 pm to 9:00 pm
- Completes back office paperwork. Enters revenue reports into company system.
- Reviews cashier paperwork and delivers all revenue to the bank.
- Opens monthly accounts and reconciles account balances, makes collection calls, maintains monthly database.
- Performs lot counts twice a day to determine vehicle occupancy.
- Coordinates with Owens Realty Services on all needed repairs.

Cashier (Mon – Fri), approximately 100 hours per week

- 4:00 am – 8:00 am
- 8:00 am – 4:00 pm
- 4:00 pm – 12:00 am
- Processes tickets for daily customers.
- Prepares daily report, collects and deposits transient revenues for review by manager.

## **Current Staffing – Events**

Event Manager (as needed)

- Reviews upcoming events and determines staffing levels.
- Sets traffic patterns and coordinates staffing positions during events.
- Reconciles cashier shift reports, compiles revenue deposit by site manager.
- Submits an after event report detailing revenue and vehicles parked.

Cashier (as needed)

- Reports 2 hours before opening of the stadium, leaves 1 hour after event ends.
- Prepares daily reports/ collects and deposits transient revenues for review by event manager.
- Walks the garage to remove refuse after the patrons have left.

Parking Lot Attendant (as needed)

- Reports 2 hours before opening of the stadium.
- Responsible for directing traffic in and out of the garage.
- Walks the garage to remove refuse after the patrons have left.

### **Current Reporting**

1. Daily Lot Count – 2x/day – 10:00 am and 2:00 pm; occupied spaces, vacant spaces, overnight parking, violations.
2. Daily deposit – copy of deposit ticket.
3. Violation logs – one for the parking lot under I-95 and a Leave After Closing (LAC) reports.
4. Monthly revenue report summary and gross sales and event revenue spreadsheet.
5. Scanned Report Variance Log.
6. Event Summary Report.
7. Monthly Events Summary Revenue report.
8. Ticket Summary.

**WEST HAVEN STATION** – currently utilizing LUKE payment machines for cash and credit for daily parking and accepting money orders and checks for (6) month permit parking (Sept – Feb and March – Aug).

### **Services**

- Provide adequate staffing to support the project at the initial takeover and the transition to a mobile app/software payment system, parking enforcement program, including an online permit process. Employees must be able to manage and maintain the system.
- Provide Revenue collection and accounting.
- Manage the permit data base and wait list in accordance with guidelines by Owens Realty Services and CTDOT.
- Manage the permit process; issuing permit tags, activation and de-activation .
- Daily, weekly and monthly reporting requirements.
- Daily deposits.
- Good communication skills as there are frequent interactions with the public.
- Using LUKE payment machines and software.

### **Current Staffing**

**Parking Lot Attendant** (Mon-Fri), approximately 61.25 hours per week

- 4:45 am – 5:00 pm

Daily:

- Visually inspect all pay stations (10) upon arrival
- Check Digital Iris for any pay station messages
- 10:00 am count occupied spaces, divide into daily and monthly
- Print stall report for unpaid spaces and provide to police officer
- Collections – Collect cash and coin from pay stations,
- Count deposit and verify total against Digital Iris
- 2:00 pm count occupied spaces, divide into daily and monthly

- Sign in and out all contractors/vendors
- Help customers with paying for parking/train tickets
- Make a list of any maintenance issues for Owens Realty Maintenance
- Incident reporting and completing standardized forms for any occurrences on WHRS property and send in to Owens. (ie. slips, falls, stolen/damaged property)

Friday:

- Upload boss key to boss software to finalize credit transactions
- Collections - Use boss key to collect credit transactions

Manager (Mon-Fri), approximately 11 hours per week

- 11:00 am – 1:00 pm (Mon-Thu)
- 11:00 am – 2:00 pm (Fri)

Daily:

- Collect / make deposit at Bank of America
- Send copy of deposit slip and deposit receipt to CTDOT by 1:00 pm
- Send stall report to Owens Realty Services and CTDOT

Friday:

- Put together all information for weekly car count report
- Put together all information for weekly violator report
- Send car count report and violator report to Owens Realty Services and CTDOT

### **Current Reporting**

1. Daily violations, number of tickets issued, total permits to date
2. Daily usage report separating the daily and permit parking and number of unused spaces
3. Daily deposit report
4. Monthly usage report – same as the daily
5. Monthly Revenue report including total violations, tickets issued, total permits and revenue broken down by cash, credit, permits

**Parking Enforcement Process** – currently working with the West Haven Police Dept. on violations and ticketing. This program will end with the transition over to your proposed enforcement program.

### **Summary of Current Staffing Plan (approximate weekly hours)**

	West Haven	Fairfield Metro	Bridgeport
Cashier	0	60	100
Parking Lot Attendant	61.25	0	0
Manager	11	40	45
Supervisor	0	40	0

*Owens Realty Services and CTDOT will potentially consider adjustments to the staffing plan while incorporating enhancements and new enforcement policies and procedures, to establish an overall effective program. All parties must mutually agree upon any changes to the staffing plan.*

## **2. Mobile App & Remote Payment**

The Contractor shall introduce and manage a mobile app and website, where applicable, for each Region B station parking facility, as directed by Owens Realty Services and CTDOT. The mobile app/website shall allow customers to remotely pay for daily, monthly, multiple days and permit parking, where applicable. The app/website shall be compatible with IOS and Android devices, and be capable of payment by license plate and/or space number. The app/website shall allow customers to remotely purchase additional daily parking, where applicable, as may be necessary.

## **3. Parking Enforcement & Enforcement Software**

The Contractor shall manage a parking enforcement program, in accordance with CTDOT's Parking Enforcement Policy (**Exhibit D**), at each Region B station parking facility. The Contractor shall introduce and manage parking enforcement software that is compatible with existing site equipment/infrastructure, where applicable and as directed by Owens Realty Services and CTDOT. The parking enforcement software shall be capable of the following items, including but not limited to:

- a. Real time monitoring data regarding payment status of daily parkers (space or license plate).
- b. Automatic alerts/reports regarding expired spaces/plate numbers, repeat offenders, etc.
- c. Handheld technology that can issue & print custom tickets/'notices to pay' to violators in real time.
- d. Documenting/adding photographs and internal notes for supporting evidence when issuing 'notices to pay' to violators.
- e. Establishing a grace period to allow violators to make payment to a 'notice to pay' via the mobile app/website.
- f. Automatic alerts/reports regarding violators that have not made payment to a 'notice to pay' within the grace period.
- g. Potential integration with license plate recognition (LPR) technology.
- h. License plate lookup that yields vehicle owner name and address, for future use in writing/issuing Centralized Infractions Bureau (CIB) tickets.

At facilities where defined parking regulations are not developed, the Contractor shall participate in the development of site-specific regulations, make recommendations to CTDOT and Owens Realty

Services based on industry experience, and implement/enforce parking regulations as directed and approved by CTDOT.

Staffing - The Contractor shall schedule staff accordingly to effectively monitor, audit, and enforce parking at each facility. Staffing levels and schedules are subject to CTDOT and Owens Realty Services approval, and may be amended in the future at the discretion of CTDOT and Owens Realty Services. For facilities that do not currently have an enforcement program, staffing plans may be adjusted and mutually agreed upon.

#### **4. CIB Ticketing Process**

The Contractor shall manage the following violation ticketing process, in accordance with C.G.S. 4b-13 (**Exhibit E**):

- a) The Contractor shall maintain and monitor a 'notice to pay' list on a daily basis. A separate spreadsheet shall be created for all vehicles that have not submitted payment to a 'notice to pay' within a given grace period, TBD by CTDOT and Owens Realty Services.
- b) The Contractor shall request license plate lookup(s) on a daily basis or as directed by Owens Realty Services and CTDOT for each vehicle that has not submitted payment to a 'notice to pay' within an identified grace period.
- c) The Contractor shall populate a CIB complaint ticket for each vehicle that has not submitted payment to a 'notice to pay' within an identified grace period.
- d) The Contractor shall mail the 'Defendant' copy of each ticket written on a daily basis to each vehicle owner's home address.
- e) The Contractor shall populate a CIB daily transmittal list on a daily basis, listing information regarding each ticket written that day.
- f) The Contractor shall place the 'Court Original' copy of each ticket issued on a daily basis, along with the daily transmittal list, into one envelope and mail to:

Centralized Infractions Bureau  
225 Spring Street  
Wethersfield, CT 06109

- g) The Contractor shall retain the 'Police/Agency' copy of each ticket issued. A filing system and process shall be finalized between the Contractor and Owens Realty Services.
- h) The Contractor shall monitor inventory levels of CIB complaint ticket books and CIB daily transmittal lists. When inventory levels are low, the Contractor shall inform Owens Realty Services of such. CTDOT shall be responsible for re-ordering additional CIB ticket books and



daily transmittal lists. The Contractor shall keep all CIB ticket books and daily transmittal lists in a secure, locked location.

- i) The Contractor shall be responsible for tracking repeat offenders through internal software as well as external reports sent from CIB to CTDOT. A finalized tracking system shall be arranged between the Contractor and Owens Realty Services in order to monitor vehicles exceeding \$250 of accumulated unpaid violations, which are then subject to towing per CTDOT's Parking Enforcement Policy (**Exhibit D**).

#### **5. Towing**

In situations where the Contractor believes that a vehicle in violation is subject to towing, the Contractor shall take a photograph of the vehicle and write an email to Owens Realty Services with the recommendation and reasoning to tow. Owens Realty Services shall then forward the email and photo(s) to CTDOT for approval. All decisions to tow a vehicle shall be made by CTDOT/Owens Realty Services. The Contractor shall not provide the towing vendor with direct orders to tow.

#### **6. Identification**

The Contractor shall introduce professional quality decals and posted information at each facility, displaying app/website information regarding payment methods and instructions.

#### **7. Payment Processing**

Merchant processing through Global Payments is a CTDOT requirement. The Contractor agrees that it will have knowledge of operating any revenue control equipment and software for the Property's Parking Areas and ensure optimum performance of any parking revenue collection systems.

Parking revenues will be deposited daily in an approved State account Monday through Friday. Monday deposits will consist of separate deposits for Friday, Saturday, and Sunday revenues. If a Holiday falls Monday through Friday, the deposit will be made on the next business day. Copies of all deposit slips must be faxed or electronically transmitted to the DOT and Owens Realty Services by 2:00 p.m. the following business day. Each deposit slip should be clearly marked as to the type of collection (i.e. permit vs. daily revenue), date revenue was collected and the date of the deposit.

#### **8. General Information**

- a. Internet and a phone line has been provided at each of the sites. If you need additional phone line(s) it's at your cost.

- b. Department of Labor (DOL) Standard Wage applies to the hourly employees and needs to be applied.
- c. All employees must have a background check and be approved to work at the sites and are subject to review by Owens Realty Services and/or CTDOT.

## OWENS TRAIN STATIONS - PARKING MANAGEMENT BUDGET

11/1/2019-10/31/2020	BRIDGEPORT					FAIRFIELD					WEST HAVEN					TOTAL PER WEEK	TOTAL PER MONTH	TOTAL PER YEAR
	Hours/Week	Cost/Week	Cost/Month	Cost/Year	Hours/Week	Cost/Week	Cost/Month	Cost/Year	Hours/Week	Cost/Week	Cost/Month	Cost/Year	Hours/Week	Cost/Week	Cost/Month			
Management Fee		\$386.54	\$1,675.00	\$20,100.00		\$386.54	\$1,675.00	\$20,100.00		\$386.54	\$1,675.00	\$20,100.00		\$386.54	\$1,675.00	\$20,100.00		
Software Fee		\$115.38	\$500.00	\$6,000.00		\$115.38	\$500.00	\$6,000.00		\$115.38	\$500.00	\$6,000.00		\$115.38	\$500.00	\$6,000.00		
Cashier	100	\$1,959.00	\$8,489.00	\$101,868.00	60	\$1,175.40	\$5,093.40	\$61,120.80	61.25	\$1,199.89	\$5,199.51	\$62,394.15	11	\$248.49	\$1,076.79	\$12,921.48		
Lot Attendant																		
Supervisor	45	\$1,016.55	\$4,405.05	\$52,860.60	80	\$1,647.20	\$7,137.87	\$85,654.40										
Manager		\$2,317.60	\$10,042.95	\$120,515.40														
Events		\$5,795.08	\$25,112.00	\$301,344.00														
<b>TOTAL</b>						<b>\$3,324.52</b>	<b>\$14,406.27</b>	<b>\$172,875.20</b>			<b>\$1,950.30</b>	<b>\$8,451.30</b>	<b>\$101,415.63</b>		<b>\$11,069.30</b>	<b>\$47,969.57</b>	<b>\$575,634.83</b>	

**NOTES**

- \*Software fees will commence once fully implemented, at a date TBD
- \*Hourly rates for the Supervisor and Manager will increase 4% each year
- \*Budget for Years 2-4 must be finalized before October of each year
- \*Hourly rates for the Cashier and Lot Attendant will need to increase annually due to the effect of minimum wage & payroll tax increases on the Standard Wage Rate
- \*This budget assumes hours will remain the same for each position at each location during the 4-year term, any changes to the schedule will affect the budget

### SCHEDULE & RATES

	Monday	Tuesday	Wednesday	Thursday	Friday	HOURS/WEEK	COST/HOUR	COST/WEEK
<b>BRIDGEPORT</b>								
Manager	12pm-9pm	12pm-9pm	12pm-9pm	12pm-9pm	12pm-9pm	45	\$22.59	\$1,016.55
Cashier	4am-12am	4am-12am	4am-12am	4am-12am	4am-12am	100	\$19.59	\$1,959.00
<b>FAIRFIELD</b>								
Supervisor	5am-9pm	5am-9pm	5am-9pm	5am-9pm	5am-9pm	80	\$20.59	\$1,647.20
Cashier	5am-5pm	5am-5pm	5am-5pm	5am-5pm	5am-5pm	60	\$19.59	\$1,175.40
<b>WEST HAVEN</b>								
Manager	11am-1pm	11am-1pm	11am-1pm	11am-1pm	11am-2pm	11	\$22.59	\$248.49
Lot Attendant	4:45am-5pm	4:45am-5pm	4:45am-5pm	4:45am-5pm	4:45am-5pm	61.25	\$19.59	\$1,199.89

**NOTES**

- \*Schedule is taken from the Request for Proposal (RFP)
- \*Hourly rates for each position are from "Exhibit B - Pricing and Proposal" of WPA's response to the RFP

### BRIDGEPORT EVENTS

	SMALL	SMALL	SMALL	MEDIUM	MEDIUM	MEDIUM	MEDIUM	MEDIUM	MEDIUM	LARGE	LARGE	LARGE	LARGE	HOURS/MO	COST/HOUR	COST/MONTH
Manager	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	50	\$22.59	\$1,129.50
Cashier	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	50	\$19.59	\$979.50
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	50	\$19.59	\$979.50
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	35	\$19.59	\$685.65
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	35	\$19.59	\$685.65
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	35	\$19.59	\$685.65
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	35	\$19.59	\$685.65
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	35	\$19.59	\$685.65
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	35	\$19.59	\$685.65
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	15	\$19.59	\$293.85
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	15	\$19.59	\$293.85
Lot Attendant	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	5pm-10pm	15	\$19.59	\$293.85

Lot Attendat	20 hours	20 hours	20 hours	55 hours	55 hours	55 hours	55 hours	55 hours	5pm-10pm 75 hours	5pm-10pm 75 hours	5pm-10pm 75 hours	15	\$19.59	\$293.85
Total												505		\$10,042.95

**NOTES**

\*This event budget assumes an average of 10 events per month (3 small, 4 medium, and 3 large)  
 \*The number of staff by event size was taken from the Request for Proposals (RFP)  
 \*Monthly pricing will vary based on the actual number of events

## 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.

Purchase Order

Purchaser Entity: **Owens Realty Services**

Job Code:

2400 - FFM

Please include this Purchase Order on all correspondence, invoices, shipping papers, and packages.

Purchase Order No. **RB- 1328**

Vendor Name / Address

VALET

Ship to / Job Location

FAIRFIELD METRO

Bill to: C/O Owens Realty Services  
2 Summit Place  
Branford, CT 06405

Date of Order

11/4/19

Building Name

Work Order No.

Ship Via

Notes

Quantity		Job / Property Code	GL Code	Description	Unit Price	Amount
Ordered	Received					
			65025	PARKING MANAGEMENT FEE FOR FAIRFIELD METRO		
				NOT TO EXCEED \$15,000 / MO		

Requested by: \_\_\_\_\_ Date: \_\_\_\_\_ Approved by: *[Signature]* Date: 11/4/19  
 Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date received: \_\_\_\_\_ By: \_\_\_\_\_ Date approved for payment: \_\_\_\_\_ By: 11-11-19  
 Date entered: \_\_\_\_\_ By: \_\_\_\_\_ Notes: \_\_\_\_\_  
 Vendor No. \_\_\_\_\_ Discount date: \_\_\_\_\_  
 Invoice No. \_\_\_\_\_ Discount amount: \$ \_\_\_\_\_  
 Invoice Date \_\_\_\_\_ Gross amount: \$ \_\_\_\_\_  
 General Ledger Description: \_\_\_\_\_ General Ledger No. \_\_\_\_\_  
 Date paid: \_\_\_\_\_ By: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Purchaser Entity: **Owens Realty Services**

Job Code:

2420 - BG

Please include this Purchase Order on all correspondence, invoices, shipping papers, and packages.

Purchase Order No. **RB- 1327**

Vendor Name / Address

VALET

Ship to / Job Location

BULLAPELLET GARAGE

Bill to: C/O Owens Realty Services  
2 Summit Place  
Branford, CT 06405

Date of Order

11/4/19

Building Name

Work Order No.

Ship Via

Notes

Quantity

Ordered	Received	Job / Property Code	GL Code	Description	Unit Price	Amount
			65025	PARKING MANAGEMENT FEE FOR BULLAPELLET GARAGE		
				NOT TO EXCEED \$20,000 / MO		

Requested by:

Date:

Approved by:

Date:

Phone #:

Phone #:

*Steve Black*

11/4/19

Date received: \_\_\_\_\_ By: \_\_\_\_\_ Date approved for payment: 11-11-19 By: \_\_\_\_\_

Date entered: \_\_\_\_\_ By: \_\_\_\_\_ Notes: \_\_\_\_\_

Vendor No. \_\_\_\_\_ Discount date: \_\_\_\_\_

Invoice No. \_\_\_\_\_ Discount amount: \$ \_\_\_\_\_

Invoice Date \_\_\_\_\_ Gross amount: \$ \_\_\_\_\_

General Ledger Description: \_\_\_\_\_ General Ledger No. \_\_\_\_\_

Date paid: \_\_\_\_\_ By: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**Purchase Order**

**Purchaser Entity:** Owens Realty Services

**Job Code:** 2420 - FFM

Please include this Purchase Order on all correspondence, invoices, shipping papers, and packages.

**Purchase Order No.** RB- 1328

**Vendor Name / Address**

VALET

**Ship to / Job Location**

FAIRFIELD METRO

**Bill to:** C/O Owens Realty Services  
2 Summit Place  
Branford, CT 06405

**Date of Order**

11/4/19

**Building Name**

**Work Order No.**

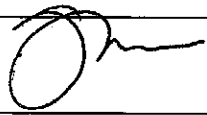
**Ship Via**

**Notes**

Quantity		Job / Property Code	GL Code	Description	Unit Price	Amount
Ordered	Received					
			65025	PARKING MANAGEMENT FEE FOR FAIRFIELD METRO		
				NOT TO EXCEED \$15,000 / MO		

**Requested by:** Cathy Wance  
**Phone #:**

**Date:** 11/4/19

**Approved by:**   
**Phone #:**

**Date:** 11/4/19

**Date received:** \_\_\_\_\_ **By:** \_\_\_\_\_ **Date approved for payment:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Date entered:** \_\_\_\_\_ **By:** \_\_\_\_\_ **Notes:** B

**Vendor No.** \_\_\_\_\_ **Discount date:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_ **Discount amount:** \$ \_\_\_\_\_

**Invoice Date** \_\_\_\_\_ **Gross amount:** \$ \_\_\_\_\_

**General Ledger Description:** \_\_\_\_\_ **General Ledger No.** \_\_\_\_\_

**Date paid:** \_\_\_\_\_ **By:** \_\_\_\_\_ **Check No.** \_\_\_\_\_ **Amount:** \$ \_\_\_\_\_

Purchase Order

Purchaser Entity: **Owens Realty Services**

Job Code: **2420-BG**

Please include this Purchase Order on all correspondence, invoices, shipping papers, and packages.

Purchase Order No. **RB- 1327**

Vendor Name / Address

**UOLET**

Ship to / Job Location

**BUDGET GARAGE**

Bill to: **C/O Owens Realty Services  
2 Summit Place  
Branford, CT 06405**

Date of Order

**11/4/19**

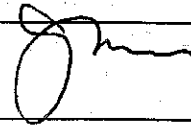
Building Name


Work Order No.

Ship Via

Notes

Quantity		Job / Property Code	GL Code	Description	Unit Price	Amount
Ordered	Received					
			<b>65025</b>	<b>PARKING MANAGEMENT FEE FOR BUDGET GARAGE</b>		
				<b>NOT TO EXCEED \$20,000 / MO</b>		

Requested by: **Carly Wace**      Date: **11/4/19**      Approved by:       Date: **11/4/19**  
 Phone #: \_\_\_\_\_      Phone #: \_\_\_\_\_

Date received: \_\_\_\_\_ By: \_\_\_\_\_ Date approved for payment: \_\_\_\_\_ By: \_\_\_\_\_  
 Date entered: \_\_\_\_\_ By: \_\_\_\_\_ Notes:   
 Vendor No. \_\_\_\_\_ Discount date: \_\_\_\_\_  
 Invoice No. \_\_\_\_\_ Discount amount: \$ \_\_\_\_\_  
 Invoice Date \_\_\_\_\_ Gross amount: \$ \_\_\_\_\_  
 General Ledger Description: \_\_\_\_\_ General Ledger No. \_\_\_\_\_  
 Date paid: \_\_\_\_\_ By: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount: \$ \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Amity Insurance Agency, Inc. 500 Victory Rd. Marina Bay North Quincy MA 02171		<b>CONTACT NAME:</b> Frank Griffin	
		<b>PHONE (A/C No. Ext):</b> (617) 471-1220	<b>FAX (A/C No.):</b> (617) 479-3117
		<b>E-MAIL ADDRESS:</b> fgriffin@amityins.com	
<b>INSURED</b> Mass Park, Inc. d/b/a Valet Park of America 185 Spring Street Springfield MA 01105		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins. Co.	
		<b>INSURER B:</b> Federal Insurance Company	
		<b>INSURER C:</b> Technology Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 19-20 MASTER                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2002477	6/28/2019	6/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			PHPK2002474	6/28/2019	6/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SEE ADDITIONAL EXCESS ATTACHED 78180825	6/28/2019	6/28/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED      RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TWC3830191	10/12/2019	10/12/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	GARAGEKEEPERS LIABILITY			PHPK2002474	6/28/2019	6/28/2020	LIMIT: \$1,000,000
B	EMPLOYEE DISHONESTY			82103514	6/28/2019	6/28/2020	LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
If agreed upon in a written contract or agreement, State of Connecticut Department of Transportation and Rail and Owens Realty Services are included as an additional insured for general liability, but only with respect to the operations of the named insured.  
Re: West Haven Rail Station

<b>CERTIFICATE HOLDER</b> Rail and Owens Realty Services State of Connecticut Department of Transportation 2 Summit Place Branford, CT 06405	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Frank Griffin/FG
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## COMMENTS/REMARKS

A) EXCESS LIABILITY:

CARRIER: PHILADELPHIA INDEMNITY INSURANCE COMPANY

POLICY NO.: PHUB683866

TERM: 6-28-2019 to 6-28-2020

LIMITS: \$5,000,000 EXCESS OF \$5,000,000