



Greater New Haven Water Pollution Control Authority

260 East Street New Haven, CT 06511
203.466.5280 p 203 772.1564 f www.gnhwpca.com

REGULAR MEETING OF THE
GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY
BOARD OF DIRECTORS
WEDNESDAY, APRIL 14, 2021 6:00 P.M.
260 EAST STREET
NEW HAVEN, CONNECTICUT

****In accordance with Section 2.10 of the Authority's Bylaws and Governor Lamont's Executive Orders concerning "Stay Safe, Stay Home" and the conduct of public meetings remotely, the meeting will be conducted via teleconference of the Board of Directors.*

NO IN-PERSON PUBLIC ATTENDANCE WILL BE PERMITTED.

*A recording or transcript of the meeting will be accessible to the public online after the meeting at the GNHWPCA website at gnhwpca.com. ****

CALL-IN INFORMATION:

Dial: (929) 205-6099

Enter meeting ID number 876 8131 8537 and press #

Enter passcode 536880 and press #

AGENDA

1. Approval of minutes of March 10, 2021 – Regular Meeting.
2. Public participation relating to agenda items.
3. Submission of Authority's Cost of Service Study; Annual Budget consisting of next fiscal year's projected expenditures and recommended user rates and charges and a proposed Annual Capital Budget for the next fiscal year; an annual update to the Five-Year Capital Improvement Plan; and the impact of the Annual Budget on the next fiscal year's projected expenditures and revenues and user rates and charges.
4. Consideration and approval of a resolution scheduling a public hearing for Wednesday, May 12, 2021 at 5:45 p.m. via teleconference, regarding the Authority's Annual Budget and recommended user rates and charges.

5. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with United Rentals for the purchase of a new 6" portable Thompson trailer mounted pump, in an amount not to exceed \$60,233.00.
6. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with National Water Main for cleaning and televising services for the Connolly Park Way Siphon and Lake Whitney Siphon, in an amount not to exceed \$44,000.00.
7. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with Insituform Technologies, LLC for CIPP lining rehabilitation in New Haven, in an amount not to exceed \$430,526.69.
8. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with National Water Main Cleaning Company for CIPP lining rehabilitation in Hamden, in an amount not to exceed \$906,505.82.
9. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver a Master Services Agreement with EMB, Inc. for cybersecurity/managed IT services, in a monthly amount not to exceed \$8,302.50.
10. Executive summary and department updates and presentations.
11. Consideration and approval, as necessary, of any other new business of the Authority.
12. Call to the public.
13. Adjournment.

5. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with United Rentals for the purchase of a new 6" portable Thompson trailer mounted pump, in an amount not to exceed \$60,233.00.

RESOLVED: That the agreement with United Rentals for the purchase of a new 6" portable Thompson trailer mounted pump, as further described in the Exhibit to Agenda Item # 5, in an aggregate amount not to exceed \$60,233.00, is hereby approved, and the Executive Director, Sidney J. Holbrook, be and hereby is authorized, empowered and directed, for and on behalf of the Authority, to negotiate, execute and deliver such agreement and any and all reasonable and necessary documents in furtherance thereof.



Greater New Haven Water Pollution Control Authority

260 East Street New Haven, CT 06511
203.466.5280 p 203 772.1564 f www.gnhwpca.com

DATE: April 1, 2021
TO: Sidney J. Holbrook, Executive Director
FROM: Gary Zrelak, Director of Operations
RE: **Equipment Purchase Request**
United Rentals – Thompson Trailer Mounted Pump

Sid:

I request that the above-mentioned recommendation be added to the April 14, 2021 Board Meeting Agenda for resolution.

The Operations Department requests the purchase of a new 6" portable pump from United Rentals per the attached quotation dated February 16, 2021. Pricing for this equipment was obtained through Sourcewell of which, the Greater New Haven Water Pollution Control Authority is a registered member (ID #28647). Sourcewell is a government procurement entity that provides competitively solicited cooperative contracts for goods and services to government agencies.

The amount of this purchase shall not exceed Sixty Thousand Two Hundred Thirty-Three Dollars (\$60,233.00). This project is funded 100% from the Authority's FY 2020-2021 Operating Budget.


Gary Zrelak
Director of Operations

e-copy: Gabe Varca, Director of Finance & Administration
Lou Criscuolo, Deputy Director of Finance and Administration
Tom Sgroi, Director of Engineering
Joseph Megale, Deputy Director of Asset Management
John Torre, Operations Manager
Charles Biggs, Maintenance Administrator



BRANCH BOS
102 OLD WORCESTER RD.
OXFORD MA 01540
508-987-0034
508-987-0558 FAX



EQUIPMENT SALE QUOTE

190797446

Job site

ESWPAF
345 E SHORE PKWY
NEW HAVEN CT 06512-1813

Office: 203-466-5280 Cell: 203-410-3488

GNHWPCA
260 EAST ST
NEW HAVEN CT 06511

Customer # : 6400167
Quote Date : 02/16/21

UR Job Loc : 345 E SHORE PKWY, NE
UR Job # : 1
Customer Job ID:
P.O. # : QUOTE
Ordered By : CHARLIE BIGGS
Written By : DAVID GRAHAM
Salesperson : MICHAEL HVIDZOS

This is not an invoice
Please do not pay from this document

Qty	Equipment #	Price	Amount		
1	5202009 CC: 520-2009 PUMP 6" DBA-SILENCER VENTURI DIESEL THOMPSON PUMP MODEL 6JSCEE-DIST-4LE2T-MC SOUND ATTENUATED TRAILER MOUNTED BLOCK HEATER AUTO START/STOP FLOATS	55199.00	55199.00		
SALES ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount
1	MDSE	MCI	EA	2534.00	2534.00
MISCELLANEOUS MERCHANDISE SALES					
UM: (EA) EACH					
LEVEL TRANSDUCER (0-10 PSI)					
DELIVERY CHARGE					
Sub-total:					2500.00
Total:					60233.00

CONTACT: CHARLIE BIGGS
CELL#: 203-410-3488
United Rentals Sourcewell contract
#062320-URI

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



Thompson Pump

Public Utility Sewage, Dewatering, & Bypass Pumps

#012418-TPM

Maturity Date: 03/14/2022

Products & Services



Products & Services

Sourcewell contract 012418-TPM gives access to the following types of goods and services:

- Wet-prime trash pumps
- Dry-prime trash pumps with compressor-assisted or vacuum-assisted priming systems
- Sound attenuated pumps
- Utility trash pumps
- Diaphragm pumps
- Hydraulic power units with submersible pump heads
- Vacuum and wellpoint pumps
- High pressure solids-handling pumps

Additional information can be found on the vendor-provided, nongovernment website at: thompsonpump.com

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)

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Thompson Pump # 012418-TPM

Pricing for contract # 012418-TPM is provided at 27.5% off MSRP to Sourcewell participating agencies.



Greater New Haven Water Pollution
260 East St
New Haven, CT 06511-5839

ID# 28647

Is this your organization?

Great news—your organization is already a Sourcewell member! Using the ID number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the vendor you wish to purchase from.

Update your organization's information

Add a contact for your organization

Need help?

Contact our dedicated Membership Team at membership@sourcewell-mn.gov or 877-585-9706.



[Sourcewell for Vendors →](#)



How it Works

Cooperative Purchasing with Sourcewell

IN THIS SECTION

[Cooperative Purchasing](#)[Solicitation Process](#)[Purchasing](#)[Eligibility](#)

Cooperative Purchasing

Save time and money by purchasing from our ready-to-use, competitively solicited contracts.

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet the needs of participating agencies and allows us to offer exceptional products from nationally acclaimed suppliers.

[All Awarded Contracts →](#)

Solicitation Process

[Detailed RFP Solicitation Process \(PDF\)](#)

[Construction Contracting & IFB information](#)

Our Procurement Team takes care of the entire competitive solicitation process—both request for proposals on general purchases and invitations to bid on construction contracting—so you don't have to. Still have questions? We've got you covered.

[Compliance & Legal Information](#)

Develop Request for Proposal

We study our clients' needs and conduct industry research.

Public Notice & Adverti

Advertise RFP notice, and I
conference. >

Purchasing

Ready to get started? Simply follow these three easy steps to begin realizing the benefits of cooperative purchasing.

1

Register

Schools, universities, nonprofits, and government agencies can quickly and easily register to participate for free. There are no fees to use our contracts, no commitment, and no obligation to purchase—and the **online registration** takes just a few minutes.

Businesses are not eligible. [Learn about becoming a supplier.](#)

Video: How Do I Register as a Participating Agency? →

2

Find a Contract

Sourcewell has hundreds of awarded supplier contracts in a wide variety of industries. You can quickly **search contracts by product type**, or browse **construction contracts** by state and county.

Video: How Do I Find a Contract? →

3

Contact the Supplier

Once you've located a contract you'd like to utilize, you can quickly **obtain a quote**, and finalize the sale with the supplier or your local dealer using the contract number and your agency's Sourcewell account number. It's that easy!

Video: How Do I Make a Purchase? →

Eligibility

Participating in Sourcewell is available to all government entities; public and private K-12 schools, colleges, and universities; and nonprofit organizations.

There is no cost, no obligation, and no liability.

Businesses, private consumers, and for-profit organizations are not eligible.

[Register as a Participating Agency](#)



[Sourcewell for Vendors →](#)

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[Sitemap](#)

[Accessibility](#)

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6. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with National Water Main for cleaning and televising services for the Connolly Park Way Siphon and Lake Whitney Siphon, in an amount not to exceed \$44,000.00.

RESOLVED: That the agreement with National Water Main for cleaning and televising services for the Connolly Park Way Siphon and Lake Whitney Siphon, as further described in the Exhibit to Agenda Item # 6, in an aggregate amount not to exceed \$44,000.00, is hereby approved, and the Executive Director, Sidney J. Holbrook, be and hereby is authorized, empowered and directed, for and on behalf of the Authority, to negotiate, execute and deliver such agreement and any and all reasonable and necessary documents in furtherance thereof.



Greater New Haven Water Pollution Control Authority

260 East Street New Haven, CT 06511
203.466.5280 p 203 772.1564 f www.gnhwpca.com

DATE: April 1, 2021
TO: Sidney J. Holbrook, Executive Director
FROM: Gary Zrelak, Director of Operations
RE: **National Water Main – Cleaning & Inspection Services**
Connolly Park Way Siphon and Lake Whitney Siphon

Sid:

I request that the above-mentioned recommendation be added to the April 14, 2021 Board Meeting Agenda for resolution.

The Operations Collections Department requests to use National Water Main to clean and televise the Connolly Park Way Siphon and Lake Whitney Siphon per the attached quote dated January 15, 2021.

The amount of these services shall not exceed Forty-Four Thousand Dollars and No Cents (\$44,000.00). This project is funded 100% from the Authority's FY 2020-2021 Operating Budget.

Gary Zrelak
Director of Operations

e-copy: Gabe Varca, Director of Finance & Administration
Lou Criscuolo, Deputy Director of Finance and Administration
Tom Sgroi, Director of Engineering
Joseph Megale, Deputy Director of Asset Management
John Torre, Operations Manager
Rick Hurlburt, Superintendent of Sewers



NATIONAL WATER MAIN CLEANING

A Carylton Company

1000 Rear Elm St.
Rocky Hill, CT 06067
t: (800) 422-0815
p: (860) 372-4199
f: (781) 828-2473

25 Marshall St.
Canton, MA 02021
t: (800) 422-0815
p: (781) 828-0863
f: (781) 828-2473
NYC BIC License #468

928 Broad St.
Utica, NY 13501
t: (866) 341-1287
p: (315) 624-9520
f: (315) 624-9523

January 15, 2021

Scott Carr
GNHWPCA
Systems and Facilities Maintainer – Lead
345 East Shore Parkway
New Haven, CT 06512
Phone: 203.619.2006
Email: SCarr@gnhwPCA.com

Subject: Connolly Park Way Siphon and Lake Whitney Siphon – Hamden, CT
Revised 2/15/2021

In accordance with your request, we are pleased to submit to you prices to dewater, clean, and CCTV inspect the siphons below. NWMCC will divert flows from one barrel to the existing barrel, to isolate each barrel individually. From here NWMCC will begin the dewater and cleaning process: jetting and vacuuming from the lowest side of the siphon. Once the debris has been removed from the siphon, NWMCC will provide a CCTV inspection under no flow conditions.

PRICING

Item #	Description	Quantity	Unit	Bid Price	Total
1	Provide a 4 man crew to dewater, clean, and televise the double barrell siphon near Lake Whitney	1	LS	\$ 44,000.00	\$ 44,000.00
				TOTAL	\$ 44,000.00

Pricing Notes:

- State Sales tax will be charged to the customer on all invoices unless a tax exempt certificate (ST-5 and ST-5C forms) is received.
- Pricing assumes debris removed from the siphons can be disposed of at the GNHWPCA treatment plant at no additional charge to NWMCC.
- GNHWPCA to provide vehicle access to the HML06M0620, including removal of fence surrounding manholes structure.
- Pricing assumes water will not be provide from Regional Water Authority, and NWMCC will need to use recycling trucks to generate cleaning water.
- Owner to provide any permits needed to perform this work.
- NWMCC will exercise due care in performing this work, but will not be held responsible for any damage resulting from our cleaning inspection work.
- NWMCC will make every diligent efferent to pump the siphon down, but if an existing hole in the pipe is allowing inflow greater than our pumping ability, NWMCC will not be held responsible.
- Owner to provide police/flaggers when necessary.

NATIONAL WATER MAIN CLEANING COMPANY WILL FURNISH: All necessary supervision, personnel and equipment to perform our services; and transportation of men and equipment to and from the job site.



**NATIONAL WATER
MAIN CLEANING**
A Carylton Company

1000 Rear Elm St.
Rocky Hill, CT 06067
t: (800) 422-0815
p: (860) 372-4199
f: (781) 828-2473

25 Marshall St.
Canton, MA 02021
t: (800) 422-0815
p: (781) 828-0863
f: (781) 828-2473
NYC BIC License #468

928 Broad St.
Utica, NY 13501
t: (866) 341-1287
p: (315) 624-9520
f: (315) 624-9523

THE OWNER WILL FURNISH:

- 1.) Access and rights of way to all openings (no easement work);
- 2.) A water supply (Fire hydrants);
- 3.) Maintenance and Protection of Traffic, if required; Police Details and Flagmen
- 4.) Laydown space for equipment.

GENERAL TERMS AND CONDITIONS

I. General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer.

II. Customer Supplied Labor: Where the Customer supplies labor for the Contractor; the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to the Customer's employees. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.

III. Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

IV. Preexisting Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service caused by the preexisting conditions at the jobsite.

V. Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

VI. Indemnification: The Customer and Contractor will each indemnify the other for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The Customer will also indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

VII. Credit Policy: Regular Terms are Net 30 Days. The company may charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date.

VIII. Entire Agreement: This proposal together with any written documents, which may be incorporated by specific reference herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

If this proposal is acceptable, please confirm with your order so that we may schedule the work.

Sincerely,

NATIONAL WATER MAIN CLEANING COMPANY

Eric Phippen

Eric Phippen
Project Engineer

Accepted By:



NATIONAL WATER MAIN CLEANING

A Carylton Company

1000 Rear Elm St.
Rocky Hill, CT 06067

tf: (800) 422-0815

p: (860) 372-4199

f: (781) 828-2473

25 Marshall St.
Canton, MA 02021

tf: (800) 422-0815

p: (781) 828-0863

f: (781) 828-2473

NYC BIC License #468

928 Broad St.
Utica, NY 13501

tf: (866) 341-1287

p: (315) 624-9520

f: (315) 624-9523

By signing this you agree to our terms and prices.

Print Name

Title

Company

Signature

Date

7. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with Insituform Technologies, LLC for CIPP lining rehabilitation in New Haven, in an amount not to exceed \$430,526.69.

RESOLVED: That the agreement with Insituform Technologies, LLC for CIPP lining rehabilitation in New Haven, as further described in the Exhibit to Agenda Item # 7, in an aggregate amount not to exceed \$430,526.69, is hereby approved, and the Executive Director, Sidney J. Holbrook, be and hereby is authorized, empowered and directed, for and on behalf of the Authority, to negotiate, execute and deliver such agreement and any and all reasonable and necessary documents in furtherance thereof.



MEMORANDUM

DATE: April 6, 2021

TO: Sidney J. Holbrook

FROM: Thomas Sgroi, PE
Director of Engineering

RE: Contract Award Recommendation
Project No. SSR 2021-02
South Frontage Road Sewer Rehabilitation
Insituform Technologies, LLC, Chesterfield, MO (Insituform)

Sid:

I request that the above-mentioned recommendation be added to the April 14, 2021 Board Agenda for resolution.

The purpose of the project is to perform cured-in-place pipe (CIPP) lining rehabilitation of approximately 2,261 feet of sewer mains of various sizes including 12", 18", 20"x30" brick sewers, and 30" RCP sewer mains located in New Haven.

The project was designed in-house and bids were opened on March 31, 2021. After review of the six bids received, I recommend approval of Insituform Technologies, LLC based on the unit prices totaling \$391,387.90 plus a contingency of 10% for a total amount not to exceed of **\$430,526.69**.

This project is consistent with and budgeted from the Authority's FY 2020-2021 Capital Dedicated Infrastructure Renewal Funds adopted May 12, 2020.

Thomas V. Sgroi, PE
Director of Engineering

ecopy: Gabe Varca
Gary Zrelak
Lou Criscuolo
Ricardo Ceballos
Luigi DiMonaco

[illegible]

CONSTRUCTION NOTIFICATION

WORK IN YOUR NEIGHBORHOOD



PROJECT SSR 2021-02: SOUTH FRONTAGE ROAD SEWER REHABILITATION

PROJECT AREA: NEW HAVEN – WARDS 3, 6 AND 7

PROJECT OVERVIEW

This Project will rehabilitate and reinforce approximately 2,300 linear feet of sewer pipe around South Frontage Road and Congress Avenue in New Haven. This work has been identified as aging infrastructure in need of replacement and being done in advanced coordination of the City's Downtown Crossing project. The Downtown Crossing project includes the construction of a bridge and raising the grade of the roads in this area. Cured-in-place Pipe (CIPP) lining technology will be used to rehabilitate the various pipes located in this area including 30" diameter reinforced concrete pipe, 12" and 18" diameter vitrified clay tile pipe and 20"x30" brick sewers.

BENEFITS

- Rehabilitates aging infrastructure.
- Allows for increased sewer flow capacity.
- Reduces potential of damage to sewers from construction of the City's Downtown Crossing project.

IMPACTS

- Some traffic and parking impacts are expected but most of the project will be completed within the limits of the City's closure of South Frontage Road for the Downtown Crossing work.
- Signs and fencing will be erected to maintain safety.
- Traffic will be guided by construction signs and police/flagman as required per City/State requirements
- Notices will be handed to nearby residents providing additional information/guidance on how to prevent potential sewer and styrene odors from potentially back drafting into homes.

TIMING AND COORDINATION

Construction Start: May 2021

Duration: The entire project is expected to take approximately 1 month.

Schedule: Mon-Fri from 7 am to 7 pm

**Due to dynamics of construction schedule, weather and other factors, dates and times are subject to change.*

FOR MORE INFORMATION

Contact the Engineering Department
at: 203-466-5280

engineering@gnhwpc.com

or, visit the GNHWPCA website at

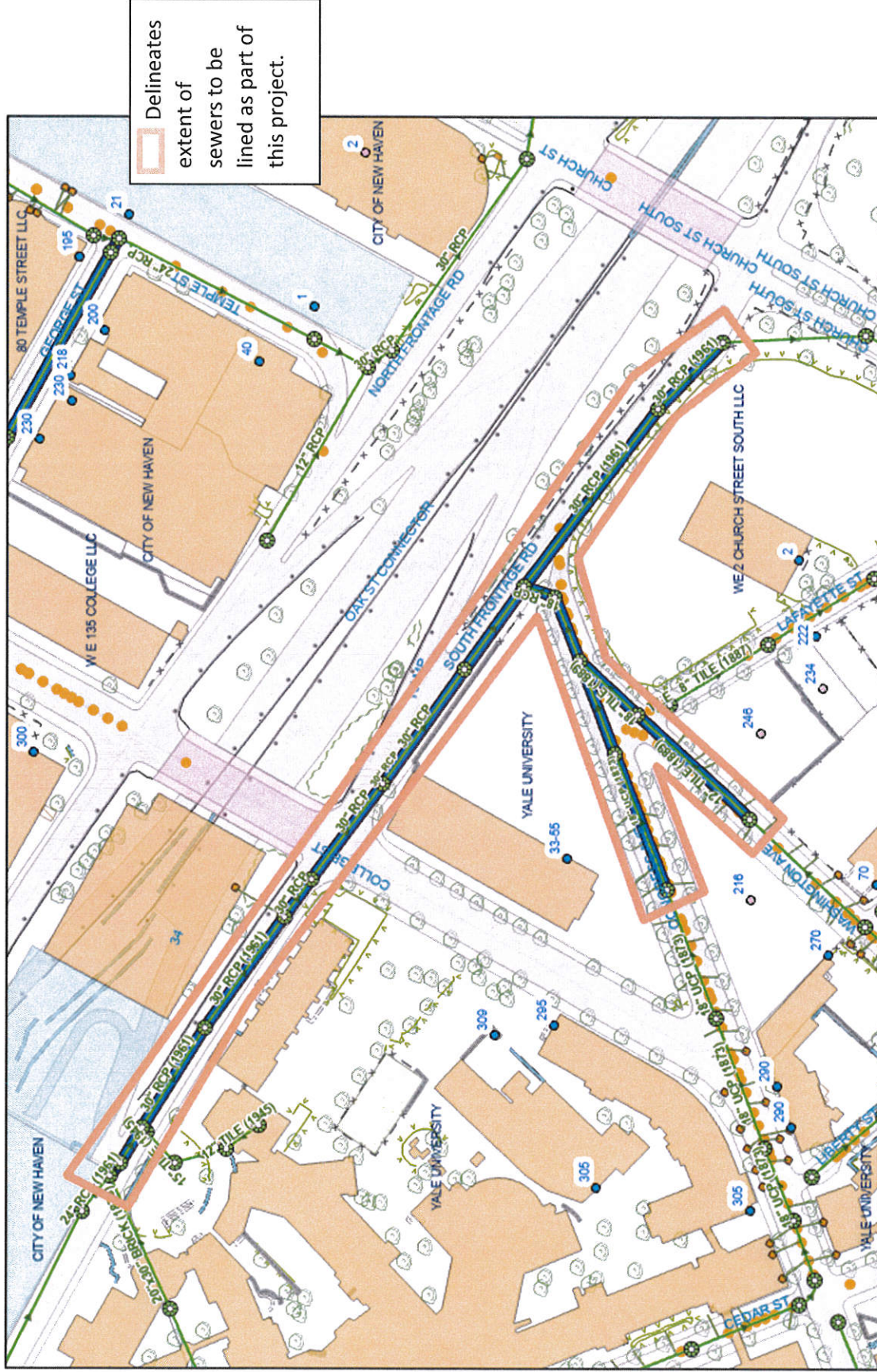
www.gnhwpc.com

Sewer Emergencies (24/7) Call: 203-466-5260

GNHWPCA | 260 East Street | New Haven, CT 06511 | 203-466-5280 | www.gnhwpc.com

"To protect the environment, to serve the public and to maintain a reputation for quality and value"

SSR 2021-02: SOUTH FRONTAGE ROAD SEWER REHABILITATION - PROJECT LOCATION



4/7/2021

1:1,920

SSR 2021-02 South Frontage Road Sewer Rehabilitation Project

Disclaimer:
Sewer mapping data is for planning purposes only. Although compiled from record plans, there is no guarantee that this data is free from errors and omissions.



8. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with National Water Main Cleaning Company for CIPP lining rehabilitation in Hamden, in an amount not to exceed \$906,505.82.

RESOLVED: That the agreement with National Water Main Cleaning Company for CIPP lining rehabilitation in Hamden, as further described in the Exhibit to Agenda Item # 8, in an aggregate amount not to exceed \$906,505.82, is hereby approved, and the Executive Director, Sidney J. Holbrook, be and hereby is authorized, empowered and directed, for and on behalf of the Authority, to negotiate, execute and deliver such agreement and any and all reasonable and necessary documents in furtherance thereof.



MEMORANDUM

DATE: April 6, 2021

TO: Sidney J. Holbrook

FROM: Thomas Sgroi, PE
Director of Engineering

RE: Contract Award Recommendation
Project No. SSR 2021-01
Lower Mill River Interceptor Rehabilitation – PHASE 1
National Water Main Cleaning Company, Canton, MA

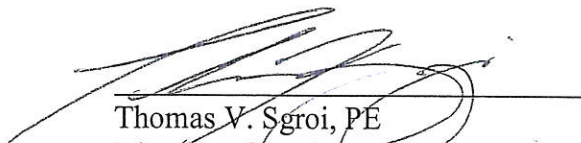
Sid:

I request that the above-mentioned recommendation be added to the April 14, 2021 Board Agenda for resolution.

The purpose of the project is to perform cured-in-place pipe (CIPP) lining rehabilitation of approximately 2,734 feet of 42" sewer pipes along the Lower Mill River Interceptor located in Hamden.

The project was designed in-house and bids were opened on March 31, 2021. After review of the seven bids received, I recommend approval of National Water Main Cleaning Company, Inc. based on the unit prices totaling \$824,096.20 plus a contingency of 10% for a total amount not to exceed of **\$906,505.82**.

This project is consistent with and budgeted from the Authority's FY 2020-2021 Capital Dedicated Infrastructure Renewal Funds adopted May 12, 2020.



Thomas V. Sgroi, PE
Director of Engineering

ccopy: Gabe Varca
Gary Zrelak
Lou Criscuolo
Ricardo Ceballos
Luigi DiMonaco

[illegible]

CONSTRUCTION NOTIFICATION

WORK IN YOUR NEIGHBORHOOD



PROJECT SSR 2021-01: LOWER MILL RIVER INTERCEPTOR REHABILITATION – PHASE 1

PROJECT AREA: HAMDEN – ALONG LAKE WHITNEY FROM INTERSECTION OF WAITE ST AND WHITNEY AVE TO ARMORY ST AND WHITNEY AVE

PROJECT OVERVIEW

This Project will rehabilitate the portion of the Mill River Trunk Sewer which extends from the intersection of Whitney Ave and Waite Street south along Lake Whitney to about the intersection of Whitney Ave and Armory Street. This 2,734-foot-long section of 42" diameter concrete pipe will be rehabilitated using a Cured in Place Pipe (CIPP) lining technology. This Project is Phase 1 of a three-phase approach to rehabilitate a total of approximately 7,600 linear feet of the Mill River Trunk Sewer over the next 10 years.

BENEFITS

- Rehabilitates aging infrastructure.
- Allows for increased sewer flow capacity.
- Further protects the areas tributary to the Mill River.

IMPACTS

- Some traffic and hiking impacts are expected.
- Signs and fencing will be erected to maintain safety.
- Notices will be handed to nearby residents providing additional information/guidance on how to prevent potential sewer and styrene odors from potentially back drafting into homes.

TIMING AND COORDINATION

Construction Start: May 2021

Duration: The entire project is expected to take approximately 1 month.

Schedule: Mon-Fri from 7 am to 7 pm

**Due to dynamics of construction schedule, weather and other factors, dates and times are subject to change.*

FOR MORE INFORMATION

Contact the Engineering Department
at: 203-466-5280

engineering@gnhwpc.com

or, visit the GNHWPCA website at
www.gnhwpc.com

Sewer Emergencies (24/7) Call: 203-466-5260

SSR 2021-01: LOWER MILL RIVER INTERCEPTOR REHABILITATION – PHASE 1
PROJECT LOCATIONS



9. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver a Master Services Agreement with EMB, Inc. for cybersecurity/managed IT services, in an amount not to exceed \$8,302.50 per month.

RESOLVED: That the Master Services Agreement with EMB, Inc. for cybersecurity/managed IT services, as further described in the Exhibit to Agenda Item # 9, in an amount not to exceed \$8,302.50 per month, is hereby approved, and the Executive Director, Sidney J. Holbrook, be and hereby is authorized, empowered and directed, for and on behalf of the Authority, to negotiate, execute and deliver such agreement and any and all reasonable and necessary documents in furtherance thereof.

Master Services Agreement

The following terms and conditions (these “Terms” or “Agreement”) govern the relationship between EBM, Inc. (“us,” “our,” “we,” or “EBM”) and you, the entity whose name and authorized signatory appear in the signature block, below. This Agreement limits our liability for any services or products that we provide to you. Please read these terms carefully and keep a copy for your records.

SCOPE; SERVICES

- a) *Scope.* This master services agreement (this “Agreement”) governs all services that we perform for you, as well as any licenses, services, or products that we sell or re-sell to you (collectively, the “Services”).
- b) *Quotes.* The Services are not described in this Agreement; instead, we may perform a requested or required service for you or, from time to time you will be provided with a quote, proposal, service order, or similar electronic document (“Quote”) proposing the Services that we can provide to you. The Quote may have one or more additional documents attached to it, such as a statement of work or statement of services (each a “Service Statement”), that further describe, summarize, and/or define the scope and provision of the Services. By accepting the Quote, you agree to the terms of each Service Statement and the terms of this Agreement. If you do not agree to the terms of the Service Statement and this Agreement, then you should not accept the Quote.
- c) *Conflict.* If there is a specific, material difference or a direct conflict between the language in a Quote or Service Statement on the one hand, and the language in this Agreement on the other, then the language of the Quote or Service Statement (as applicable) will control. If there is a direct conflict between the language in a Quote and a Service Statement, then the Quote will control.

GENERAL REQUIREMENTS

- a) *Environment.* For the purposes of this Agreement, “Environment” means, collectively, any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) acquired, installed, maintained, monitored, or operated by us pursuant to a Quote. To avoid a delay or negative impact on our provision of the Services, during the term of the Services we strongly advise you to refrain from modifying or moving the Environment or installing software in the Environment, unless we expressly authorize such activity. In all situations (including those where we are co-managing an Environment with your internal IT department), we will not be responsible for changes to the Environment or issues that arises from those changes that are not authorized by us.
- b) *Requirements.* Everything in the Environment must be genuine and licensed including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. If we require certain minimum hardware or software requirements in a Quote or Service Statement (“Minimum Requirements”), you agree to implement and maintain those Minimum Requirements as an ongoing requirement of us providing the Services to you.
- c) *Updates.* Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you under a Quote, we will implement and follow the manufacturers’ recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.
- d) *Third-party Support.* If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process. If the fees or costs are anticipated in advance, then we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise.

- e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services ("Advice"). For example, our Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or refraining from engaging in acts that disrupt the Environment or that make the Environment less secure. You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our Advice. If, in our discretion, your failure to follow our Advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable Quote for cause by providing notice of termination to you. Unless specifically and expressly stated in a Quote, any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope.
- f) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as we deem reasonable and necessary. Exact commencement / start dates may vary or deviate from the dates stated in a Quote depending on the Service being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.
- g) *Authorized Contact(s).* We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable Quote or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by you during our relationship to provide us with direction or guidance. We will be entitled to rely upon directions and guidance from your Authorized Contact until we are affirmatively made aware of a change of status of the Authorized Contact. If your change is provided to us in writing (physical document or by email), then the change will be implemented within two (2) business days after the first business day on which we receive your change notice. If your change notice is provided to us in person or by telephone (live calls only), the change will be implemented on the same business day in which the conversation takes place. Do not use a ticketing system or help desk request to notify us about the change of an Authorized Contact; similarly, do not leave a recorded message for us informing us of a change to your Authorized Contact. We reserve the right to delay the Services until we can confirm the Authorized Contact's authority within your organization.
- h) *Insurance.* If you are supplied with EBM Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. EBM must be listed as an additional insured / loss payee on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable Services without prior notification to EBM. Upon our request, you agree to provide proof of insurance to us, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

FEES; PAYMENT

- a) *Fees.* You agree to pay the fees, costs, and expenses described in each Quote and Service Statement. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).
- b) *Schedule.* All undisputed fees will be due and payable in accordance with the terms provided in the Service Statement/Quote. If applicable, recurring payments made by ACH or your designated credit card will be deducted from your designated bank account. Generally, all prices anticipate automatic monthly recurring payment by you. Payments by any other methods may result in increased fees or costs.
- c) *Nonpayment.* Fees that remain unpaid for more than fifteen (15) days after the due date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by

us within thirty (30) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A reconnect fee of up to five percent (5%) may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

ACCESS

You hereby grant to us and our designated third-party vendors the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us or our vendors, as applicable, to provide the Services. Depending on the Service, we may be required to install one or more software agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for EBM or its vendors to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured at all times. EBM shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

- a) *Hardware / Software Purchased Through EBM.* All hardware, software, peripherals, or accessories purchased through EBM ("Third-party Products") are generally nonrefundable once the product is obtained from EBM's third-party provider or reseller. If you require a refund, then the third-party provider's or reseller's return policies shall apply. We do not guarantee that purchased Third-party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided. You will be responsible for the payment of all re-stocking or return-related fees charged by the third-party provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any third-party products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-party Products. All Third-party Products are provided "as is" and without any warranty whatsoever as between EBM and you (including but not limited to implied warranties).
- b) *Liability Limitations.* This paragraph limits the liabilities arising under this Agreement and any Quote and is a bargained-for and material part of our business relationship with you. You acknowledge and agree that EBM would not enter into any Quote or this Agreement unless EBM could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, or exemplary damages, such as loss of profits (except for fees due and owing to EBM), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any Quote, or the Services; however, reasonable attorneys' fees awarded to a prevailing party (as described below), your indemnification obligations, and any amounts due and payable pursuant to the non-solicitation provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing exceptions, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, gross negligence, or to the extent that the Aggrieved Party failed to reasonably mitigate (or attempt to mitigate, as applicable) the Claims.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees, to the extent allowed by applicable law, to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

TERM; TERMINATION

- a) *Term.* This Agreement begins on the date on which we provide a Service to you or you accept a Quote (whichever is earlier) and continues until terminated as described in this Agreement. Each Quote will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the Quote. The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties.
- b) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, any party may terminate this Agreement without cause with no less than thirty (30) days prior written notice of termination. The parties agree that the Quote and/or Service Statement are not subject to auto-renewal. Notwithstanding the foregoing, if EBM decides to cease providing a service to all of its customers generally, then EBM may terminate an applicable Quote (or the applicable portion of the Quote) without cause by providing no less than ninety (90) days prior written notice to you. If you terminate the Services under a Quote without cause, then you will be responsible for paying all fees owed through the date of termination and no termination fee shall be due or owing. If no Services under a Quote are in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- c) *Termination for Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a Quote, Service Statement, or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant Quote (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If EBM terminates this Agreement or any Quote For Cause, or if you terminate any Services under a Quote without cause prior to such Quote's expiration date, then EBM shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to EBM had this Agreement or Quote (as applicable) remained in full effect, calculated using the fees and costs in effect as of the date of termination ("Termination Fee"). If you terminate this Agreement or a Quote for Cause, then you will be responsible for paying only for those Services that were delivered properly and accepted by you up to the effective date of termination.
- d) *Client Activity as A Basis for Termination.* In the event that you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then in addition to EBM's other rights under this Agreement, EBM will have the right upon providing you with ten (10) days prior written notice, to terminate this Agreement or the applicable Quote For Cause or, at our discretion and if applicable, amend the applicable Quote to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- e) *Consent.* You and we may mutually consent, in writing, to terminate a Quote or this Agreement at any time.

- f) *Equipment / Software Removal.* Upon termination of this Agreement or applicable Quote for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which EBM-owned equipment or software (collectively, "EBM Equipment") is located to enable us to remove all EBM Equipment from the premises. If you fail or refuse to grant EBM access as described herein, or if any of the EBM Equipment is missing, broken or damaged (normal wear and tear excepted) or any of EBM-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of all missing or damaged items. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.
- g) *Repayment of Discounted Fees.* If you are provided with a price discount or fee waiver under a Quote based on your commitment to retain our Services for a minimum term and if, under that scenario, we terminate the Quote for cause or you terminate the Quote without cause, then in addition to any other remedy available to us, you agree to pay us the amount of the fee waiver or, if applicable, the difference between the discounted rates and the non-discounted rates under that Quote, calculated from the effective date of the Quote through the date of termination.
- h) *Transition; Deletion of Data.* If you request our assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to EBM providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program for you are our proprietary information and shall not be disclosed to you under any circumstances. Unless otherwise expressly stated in a Quote or Service Statement, we will have no obligation to store or maintain any Client data in our possession or control beyond ten (10) calendar days following the termination of this Agreement or the applicable Quote. We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this section.

RESPONSE; REPORTING

- a) *Response.* We respond to any notification received by us of any error, outage, alarm or alert pertaining to the Environment, in accordance with priority table(s) in the applicable Service Statement. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.
- i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM Eastern Time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
- ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime"). Client-Side Downtime includes, but is not limited to, any period of time during which we require your participation, or we require information, directions, or authorization from you but cannot reach your Authorized Contact(s).
- iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third-party service providers, third-party licensors, or "upstream" service or product vendors.

- d) *Transition Exception.* You acknowledge and agree that for the first forty-five (45) days following the commencement date of a Service Statement, as well as any period of time during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), the response time commitments described in this Agreement or any applicable Service Statement will not apply to us, it being understood that there may be unanticipated downtime or delays related to those activities (the “Transition Exception”).

CONFIDENTIALITY

- a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided by one party (a “Discloser”) to the other party (a “Recipient”), including but not limited to customer-related data, customer lists, internal documents, internal communications, proprietary reports and methodologies, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of the Recipient, (ii) was developed independently by the Recipient, or (iii) is or was lawfully and independently provided to the Recipient prior to disclosure by the Discloser, from a third-party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) *Use.* The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third-party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.
- c) *Due Care.* The Recipient will exercise the same degree of care with respect to the Confidential Information it receives from the Discloser as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d) *Compelled Disclosure.* If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, the Recipient will immediately notify the Discloser in writing of such requirement so that the Recipient may seek a protective order or other appropriate remedy and/or waive the Discloser’s compliance with the provisions of this Section. The Recipient will use its commercially reasonable efforts, as directed by the Discloser and at the Discloser’s expense, to obtain or assist the Recipient in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose.
- e) *Additional NDA.* In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an “NDA”) for the protection of a third-party’s Confidential Information (such as, for example, a business associate agreement). In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information.

ADDITIONAL TERMS; THIRD-PARTY SERVICES

- a) *EULAs.* Portions of the Services may require you to accept the terms of one or more third-party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third-party EULA is modified or amended, we reserve the right to modify or amend any applicable Quote with you to ensure our continued compliance with the terms of the third-party EULA.

- b) *Third-party Services.* Portions of the Services may be acquired from, resold from, and/or rely upon the services of, third-party vendors, manufacturers, or providers ("Third-party Provider"). Third-party Providers may provide services such as data hosting services, help desk services, malware detection services, domain registration services, and data backup/recovery services (each, a "Third-party Service"). Not all Third-party Services in a Quote or Service Statement will be expressly identified as being provided by a Third-party Vendor, and at all times we reserve the right to utilize the services of any Third-party Provider or to change Third-party Providers in our sole discretion as long as the change does not materially diminish the Services to be provided to you under a Quote. *Please note:* You understand and agree that Third-party Providers are not our contractors, subcontractors, or otherwise under our managerial or operational control. While we will endeavor to facilitate a workaround for the failure of a Third-party Service, we will not be responsible, and will be held harmless by you, for any failure of any Third-party Service as well as the failure of any Third-party Provider to provide such services to EBM or to you.
- c) *Data Loss.* Under no circumstances will we be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the Environment that were not expressly designated in the applicable Quote as requiring backup or recovery services. Unless expressly stated in a Quote, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
- d) *BYOD.* You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones, and tablet computers) that are connected to the Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in a Quote, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. **Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us ("Unknown Devices").** We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.
- e) *Equipment.* Unless otherwise noted in a Quote, all EBM Equipment is licensed to you, and is neither owned by you nor leased to you. Upon the expiration of an applicable Quote, your license to use the EBM Equipment shall immediately terminate, and thereafter all EBM Equipment must be returned to us immediately at your expense. All configurations on the EBM Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned by such party ("Intellectual Property"), and nothing in this Agreement, any Quote or Service Statement, shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing the Services to you. If we provide licenses to you for third-party software, then you understand and agree that such software is licensed, and not sold, to you. You can use such third-party software subject to the terms and conditions (i) of this Agreement, (ii) of the applicable Quote, and (iii) any applicable EULA; no other uses of such third-party software are permitted. To the maximum extent permitted by applicable law, we make no warranty or representation, either expressed or implied with respect to third-party software or its quality, performance, merchantability, or fitness for a particular purpose.

ARBITRATION

Except for undisputed collections actions to recover fees due to us ("Collections"), *any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA-certified arbitrator available within a twenty (20) mile radius of our office, then by any arbitration forum as determined by us, pursuant to the selected forum's arbitration rules for commercial disputes (the "Rules").* In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. *The arbitrator will be experienced in contract, intellectual property and information technology transactions.* If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in your office unless the parties agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

MISCELLANEOUS

- a) *Compliance.* Unless otherwise expressly stated in a Quote, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.
- b) *Disclosure.* You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.
- c) *Virtual Security.* You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined, or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a Quote, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in a Quote or Service Statement, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (*i.e.*, fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.
- d) *Physical Security.* You agree to implement and maintain reasonable physical security for all managed hardware and related devices in your physical possession or control. Such security measures must include (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews

of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated.

- e) *Non-Solicitation.* Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars (\$100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current Quote immediately For Cause.
- f) *Collections.* If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.
- g) *Assignment.* Neither this Agreement nor any Quote may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.
- h) *Amendment.* Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any Quote will be valid or binding upon the parties unless such amendment or modification is originated in writing by EBM, specifically refers to this Agreement or the Quote being amended and is accepted in writing (email or electronic signature is acceptable) by you.
- e) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any Quote (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- f) *Severability.* If any provision hereof or any Quote is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.
- g) *Other Terms.* We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed Quote or amendment, or unless we have expressly acknowledged the other terms and, thereafter, expressly, and specifically accepted such other terms in writing.
- h) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- i) *Merger.* This Agreement, together with all Quotes and each applicable Service Statement, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations,

promises or inducements if they are not explicitly set forth in this Agreement or any Quote or Service Statement. Any document that is not expressly and specifically incorporated into this Agreement or a Quote will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. The foregoing sentence shall not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this Agreement.

- j) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations to the extent of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- k) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- l) *Insurance.* EBM and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any Quote, including but not limited to, workers compensation and general liability. We agree to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.
- m) *Governing Law; Venue.* This Agreement and all Services will be governed by, and construed according to, the laws of the state of Connecticut. You hereby irrevocably consent to the exclusive jurisdiction and venue of Fairfield County, Connecticut, for any and all claims and causes of action arising from or related to this Agreement.
- n) *No Third-party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third-party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- o) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement.
- p) *Business Day.* If a time period set forth in this Agreement expires on a day other than a business day in Fairfield County, Connecticut, such period will be extended to and through the next succeeding business day in Fairfield County, Connecticut.
- q) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement.
- r) *Independent Contractor.* EBM is an independent contractor, and is not your employer, employee, partner, or affiliate.
- s) *Subcontractors.* Generally, we do not utilize subcontractors for to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves. For the purposes of clarity, you understand and agree that resold services are not considered to be subcontracted services, and providers of Third-party Services are not our subcontractors.
- t) *Data & Service Access.* Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United

States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.

- u) *Counterparts*. The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, or any amendment electronically (*e.g.*, by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

AGREED & ACCEPTED:

Date: _____ Date: _____

EBM, Inc.

**Client: Greater New Haven Water Pollution
Control Authority**

By: _____ By: _____

Print Name / Title:

Gabriel Varca, Treasurer