

**CONTRACT SUMMARY
RE: FRONTIER COMMUNICATIONS CORPORATION**

TYPE OF CONTRACT:	Services
GOVERNING LAW:	State of Connecticut
PARTIES:	City of Stamford Frontier Communications Corporation ("Contractor")
PURPOSE:	Local Access and Long Distance Telecommunications Services
PROJECT LOCATION:	City of Stamford
CONTRACT PRICE:	In accordance with Exhibit B, Appendix 3 and Exhibit C, Contractor's Services Schedules.
COMMENCEMENT DATE:	For City: Upon execution of the Agreement / For SPS: July 1, 2018
PERIOD/END DATE:	For City: 2 years from execution date / For SPS: June 30, 2019
RENEWAL:	For City: 3 additional 1 year terms, upon mutual agreement For SPS: 2 additional 1 year terms, upon mutual agreement
SCOPE OF SERVICES:	Local Access and Long Distance Telecommunications Services as set forth in Exhibit A -RFP No. 718; Exhibit B - Contractor's Proposal; and Exhibit c – Contractor's Services Schedules
IMPORTANT TERMS/ CONDITIONS PRECEDENT:	<ul style="list-style-type: none"> - Contractor to maintain records for period of not less than 3 years from date of final payment - No gifts or political contributions to City employee or official by Contractor during term of contract - All contract extras governed by City Charter and/or Code. City will not pay additional costs unless Charter/Code complied with - Contractor will comply with Code §§ 103-1 through 103-10 - Contractor will comply with City Code of Ethics and shall be considered an "employee" for purposes of compliance therewith
CONTRACTOR'S REPRESENTATIONS:	Contractor represents that it is qualified in relation to work to be performed under Agreement and has requisite skills, expertise and knowledge and that City relies on this representation
RIGHTS TO ASSIGN:	No right to assign without prior written approval of City
SUBCONTRACTING:	No right without prior written consent of City of specific subcontractor (excludes subcontractors disclosed in Exhibit B)
INSURANCE:	<ul style="list-style-type: none"> - Commercial general liability – not less than \$1 million combined single limit per occurrence and \$2 million aggregate - Commercial auto liability – minimum of \$1 million combined single limit per occurrence - Excess liability insurance – not less than \$4 million - Workers' compensation – Statutory limits - Employer's liability – not less than \$500 thousand per accident <p>All insurance to contain waivers of subrogation against State of Connecticut and the City of Stamford</p>
INDEMNIFICATION	Contractor will indemnify and hold harmless City against all losses, cost, damages or claims caused by negligent actions or omissions by Contractor of Agreement, including reasonable attorneys' fees
CITY'S POWERS TO TERMINATE:	<ul style="list-style-type: none"> - City may terminate "For Cause" on 30 days' written notice - City may terminate "For Convenience" on 30 days' written notice. - City may terminate upon failure of the Board of Representatives to appropriate sufficient funds (City will include sufficient funds in budget submitted for approval; City may not obtain like services from another provider during period; agreement reinstated if funds are reappropriated)
"CAUSE"	<ul style="list-style-type: none"> - False representations - Failure to perform any material requirement to City's satisfaction - City determines satisfactory performance by Consultant endangered or reasonably anticipates a default - Violation of §§103-1 through 103-10 of the Code of Ordinances
DISPUTE RESOLUTION	Executive Meeting, then Mediation, then Arbitration