



REGULAR MEETING – RECREATION, PARKS & CULTURAL AFFAIRS AGENDA

**DECEMBER 11, 2024, 7:00 PM
BY ZOOM VIRTUAL MEETING**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Dilene Byrd at dbyrd@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. CALL TO ORDER

II. ROLL CALL

III. ACCEPTANCE OF MINUTES

A. Minutes of November 13th , 2024

IV. PUBLIC PARTICIPATION

V. OLD BUSINESS

VI. NEW BUSINESS

- A. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Veteran's Park and immediate surrounding grounds by JS Endurance for their Garavel SoNo Half Marathon, 5K & Kids Fun Run to be held on Sunday, October 5th,**

2025 from 8:30 A.M. to 3:00 P.M. Set-up time by 8:00 A.M. Saturday, October 4th, 2025 with tear-down by 5:00 P.M. Approximately 1200 people.

- B. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Calf Pasture Beach, Taylor Farm and immediate surrounding grounds by Norwalk Marine Manufacturers Association for their Norwalk Boat Show to be held on Thursday, September 18th, Friday, September 19th, Saturday, September 20th, and Sunday, September 21st, 2025 from 7:00 A.M. to 7:00 P.M. Approximately 13,500 people
- C. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the October 26, 2021 agreement between the City of Norwalk and Race Coastal Engineering. for Purchasing Project 4154 Design and Permitting for Replacement of Veterans Memorial Park Public Marina Docks for a sum not to exceed \$47,471.00 for construction administration services.
ACCOUNT NO.09
22 6030 5777 C036709
23 6030 5777 C036709
24 6030 5777 C036709
25 6030 5777 C0367
- D. Approve the use of Roton Middle School parking lot and immediate surrounding grounds by Boston Buildup to be held on January 5th, 2025 from 8:00 A.M. to 11:00 A.M. Approximately 150 people.
- E. Authorize the Mayor, Harry W. Rilling, to sign any and all documents required for the installation of a microforest at Meadow Street Park, project DEPA00002011221 South Norwalk "Pavement to Micro-Forest" Urban Resiliency Project, awarded through the Norwalk River Watershed Authority.
- F. Approve meeting schedule for the Recreation, Parks & Cultural Affairs Council Committee for the 2025 calendar year.
Meeting dates - Jan 08. Feb 12. Mar 12. Apr 09. May 14. Jun 11. Jul 09. Aug 13. Sept 10. Oct 08. Nov 12. Dec 10.

VII. DISCUSSION

VIII. ADJOURNMENT



CITY OF NORWALK
RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, NOVEMBER 13, 2024.
REGULAR MEETING
7:00 PM.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to “view the meeting live” and/or “provide live comments” can use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the “raise your hand indicator” and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comments are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Dilene Byrd at dbyrd@norwalkct.gov with the subject line “Public Comment” to provide written public comments prior to the meeting.

ATTENDANCE: Darlene Young, Lisa Shanahan; Douglas Sutton; Nicole’ Eaddy; Johan Lopez

ABSENT: Nicol Ayers; Heather Dunn

STAFF: Robert Stowers, Director, Recreation and Parks; Ken Hughes, Superintendent, Recreation and Parks

OTHERS: Joseph Madaffari; Kathryn Snedaker; Nancy Nelson

I. ROLL CALL

Ms. Young called the meeting to order at 7:00 PM.

At roll call, there were five (5) committee members present. A quorum was present.

II. MINUTES OF OCTOBER 9, 2024

On page 3, change “move” to “movie”

**** MS. EADDY MOVED TO APPROVE THE MINUTES AMENDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

There was no public participation this evening.

IV. OLD BUSINESS

There was no old business discussed.

V. NEW BUSINESS

1. APPROVE THE CODE OF THE CITY OF NORWALK, 74-13 CURFEW AS PRESENTED.

Mr. Stowers said a public hearing on this item was held before this meeting, and a local regional survey was done on park hours. He said this request came in as a need for more specific hours for parks based on the security of our residents and the ability to enforce the hours. Currently, the parks are open from dawn to dusk so the police have no enforcement power to move people out of the parks, and there is also a need

for general operating hours for the parks for various reasons which will also keep the labor costs down when there are regulated hours. He said he is recommending the specific hours that are noted in the legislation.

Mr. Lopez asked if closing Veterans Park at 8:00 PM. is a result of the survey. Mr. Stowers said once the survey was conducted it was discussed with the Chief of Police as well as the neighborhood and they felt these were the hours that could comfortably satisfy the neighborhood as well as provide enforcement.

**** MS. EADDY MOVED TO APPROVE THE CODE OF THE CITY OF NORWALK, 74-13 CURFEW AS PRESENTED.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY THE CITY OF NORWALK DEPARTMENT OF RECREATION & PARKS FOR THEIR 4TH ANNUAL JINGLE BELL RUN TO BE HELD ON SATURDAY, DECEMBER 14TH, 2024 FROM 9:00 A.M. TO 10:30 A.M. SET UP TIME BY 8:30 A.M. SATURDAY WITH TEAR-DOWN BY 11:30 A.M. APPROXIMATELY 275 PEOPLE.

Mr. Stowers said this is a Parks Department event and is an annual fun and festive event, and almost 200 people are currently registered to participate.

****MR. SUTTON MOVED TO APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY THE CITY OF NORWALK DEPARTMENT OF RECREATION & PARKS FOR THEIR 4TH ANNUAL JINGLE BELL RUN TO BE HELD ON SATURDAY, DECEMBER 14TH, 2024 FROM 9:00 A.M. TO 10:30 A.M. SET UP TIME BY 8:30 A.M. SATURDAY WITH TEAR-DOWN BY 11:30 A.M.**

THE MOTION PASSED UNANIMOUSLY.

3. APPROVE THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY NORWALK PUBLIC RIVER FUN RUN TO BE HELD ON SATURDAY, DECEMBER 7TH, 2024 FROM 10:00 A.M. TO 11:00 A.M. SET-UP TIME BY 9:00 A.M. SATURDAY WITH TEAR-DOWN BY 11:30 A.M. APPROXIMATELY 700 PEOPLE.

Mr. Madaffari provided a brief overview of the event, saying this is the 33rd year it will be held, and all the schools are involved, and it is a great event.

****SUTTON MOVED TO APPROVE THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY NORWALK PUBLIC RIVER FUN RUN TO BE HELD ON SATURDAY, DECEMBER 7TH, 2024 FROM 10:00 A.M. TO 11:00 A.M. SET-UP TIME BY 9:00 A.M. SATURDAY WITH TEAR-DOWN BY 11:30 A.M. APPROXIMATELY 700 PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

4. APPROVE THE USE OF WASHINGTON STREET PLAZA AND IMMEDIATE SURROUNDING GROUNDS BY THE CITY OF NORWALK BUSINESS DEVELOPMENT & TOURISM FOR THEIR HOLIDAY EXTRAVAGANZA TO BE HELD ON SATURDAY, DECEMBER 7TH, 2024, FROM 4:00 P.M. TO 8:00 P.M. SET-UP TIME BY 9:00 A.M. SATURDAY WITH TEAR-DOWN BY 10:00 P.M. APPROXIMATELY 3,000 PEOPLE.

Mr. Stowers provided a brief overview of the event and said that it started a few years ago and has been successful and there are an estimated 3,000 attendees.

****MS. SHANAHAN MOVED TO APPROVE THE USE OF WASHINGTON STREET PLAZA AND IMMEDIATE SURROUNDING GROUNDS BY THE CITY OF NORWALK BUSINESS DEVELOPMENT & TOURISM FOR THEIR HOLIDAY EXTRAVAGANZA TO BE HELD ON SATURDAY, DECEMBER 7TH, 2024, FROM 4:00 P.M. TO 8:00 P.M. SET-UP TIME BY 9:00 A.M. SATURDAY WITH TEAR-DOWN BY 10:00 P.M. APPROXIMATELY 3,000 PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

5. APPROVE THE USE OF TAYLOR FARM AND IMMEDIATE SURROUNDING GROUNDS BY FRIENDS OF NORWALK DOGS FOR THEIR HOLIDAY SOCIAL TO BE HELD ON SATURDAY, DECEMBER 14TH, 2024, FROM 11:00 A.M. TO 1:00 P.M. SET-UP TIME BY 10:30 A.M. SATURDAY WITH TEAR-DOWN BY 2:00 P.M. APPROXIMATELY 75 PEOPLE.

Ms. Snedaker said they had a wonderful Halloween event and over 100 people attended along with 150 dogs. She apologized for not having the signs in both English and Spanish but for this event the signs will be in both English and Spanish. Ms. Young asked how people register for the event. Ms. Snedaker said there is a QR code where people can register and there is a suggested \$20 per dog donation and there is a table at the event where people can donate although it is not required and last year raised approximately \$1,600.

Mr. Stowers said this organization came to him a little over a year ago and wanted to provide some advocacy and support for policies concerning dogs and they have helped with taking on the responsibility of providing dog waste bags at Taylor Farm and are a great support organization for dog owners.

**** MR. SUTTON MOVED TO APPROVE THE USE OF TAYLOR FARM AND IMMEDIATE SURROUNDING GROUNDS BY FRIENDS OF NORWALK DOGS FOR THEIR HOLIDAY SOCIAL TO BE HELD ON SATURDAY, DECEMBER 14TH, 2024, FROM 11:00 A.M. TO 1:00 P.M. SET-UP TIME BY 10:30 A.M. SATURDAY WITH TEAR-DOWN BY 2:00 P.M.**

**** THE MOTION PASSED UNANIMOUSLY.**

**6. APPROVE THE USE OF TAYLOR FARM AND IMMEDIATE SURROUNDING
GROUNDS BY GREENWICH KENNEL CLUB AND LONGSHORE-SOUTHPORT
KENNEL CLUB FOR THEIR AMC DOG SHOW TO BE HELD ON THURSDAY, JUNE
5TH 2025, FRIDAY, JUNE 6TH 2025, SATURDAY, JUNE 7TH 2025, AND SUNDAY,
JUNE 8TH, 2025 FROM 7:00 A.M. TO 10:00 P.M. SET-UP TIME BY 9:00 A.M.
TUESDAY, JUNE 3RD WITH TEAR-DOWN BY 12:00 P.M. MONDAY, JUNE 9TH.
APPROXIMATELY 450 PEOPLE.**

Ms. Nelson provided a brief overview of the event and said this will be the 20th year using Taylor Farm Park for this event and last year had approximately 700 people along with 950 dogs. She said this is the only AKC-sanctioned event in Fairfield County and on average just for a weekend event raises approximately \$2.5 million for the local economy so she feels this is beneficial for the city.

Mr. Stowers said this is an annual event and is a staple event in the city and would like it to continue. He said they have recently had some collaboration with the Friends of Norwalk Dogs for continuing to have dog owners use the park at the same time and have had great cooperation with them as well as Greenwich Kennel Club.

**** MS. EADDY MOVED TO APPROVE THE USE OF TAYLOR FARM AND IMMEDIATE SURROUNDING GROUNDS BY GREENWICH KENNEL CLUB AND LONGSHORE-SOUTHPORT KENNEL CLUB FOR THEIR AMC DOG SHOW TO BE HELD ON THURSDAY, JUNE 5TH 2025, FRIDAY, JUNE 6TH 2025, SATURDAY, JUNE 7TH 2025, AND SUNDAY, JUNE 8TH, 2025 FROM 7:00 A.M. TO 10:00 P.M. SET-UP TIME BY 9:00 A.M. TUESDAY, JUNE 3RD WITH TEAR-DOWN BY 12:00 P.M. MONDAY, JUNE 9TH.**

**** THE MOTION PASSED UNANIMOUSLY.**

VI. DISCUSSION

There was no discussion this evening.

ADJOURNMENT

****MS. SHANAHAN MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:30 P.M.

Respectfully submitted,

Dilene Byrd

I

Permit



City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R1867

Status Tentative

Date Nov 15, 2024 1:44 PM

Expiration Date Dec 15, 2024

Customer Name	Shannon Whipple - 1376	Home Phone Number	(203) 880-9102
Customer Type	General Public	Cell Phone Number	(203) 943-9292
Mailing Address	36 Farmstead Lane Trumbull, CT 06611	Email Address	shannon@jsendurance.com
System User	Internet User		

Rental Fee	\$1,980.00
Discounts	\$0.00
Subtotal	\$1,980.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$1,980.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$1,980.00

Saturday 10/4 Setup 8am - 5pm

Garavel SoNo Half Marathon | 5K & Kids Fun Run1 resource(s)1 booking(s)Subtotal: \$1,980.00

Booking Summary

Veterans Memorial Park (Event)Center: Veterans Memorial Park

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Oct 5, 2025 8:30 AM	Sun, Oct 5, 2025 11:30 PM	1400	\$0.00
Resource level fees			\$1,980.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	Yes
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	Yes

If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	1
Is there a 2nd date in mind or a rain date or location?	no
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	1200
What is the setup time?	Saturday
What type of event?	Road Race
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	10x10 tents, food truck, beer trailer
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	Yes
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	Yes

Waivers and Information			
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Oct 5, 2025	Shannon Whipple	Waiver Signed by: Shannon Whipple on Nov 15, 2024
City of Norwalk Recreation & Parks Department Facility Rental Event Application Form This Contract is further subject to the following covenants and agreements: 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs. 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine. 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane			

grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, its employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$1,980.00 Current Balance: \$1,980.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 5, 2025	\$1,980.00	\$0.00	\$0.00	\$1,980.00

X:

X:

Date:

Date:

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT

06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

Shannon Whipple

Customer ID: 1376

Home Phone Number: (203) 880-9102

Cell Phone Number: (203) 943-9292

Email Address: shannon@jsendurance.com

Permit

II

DEPARTMENT OF
RECREATION & PARKSCity of Norwalk Online
125 East Ave.
Norwalk, CT 06851PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R1890

Status Tentative

Date Dec 2, 2024 4:12 PM

Expiration Date Jan 1, 2025

Customer Name Josh Rosales - 3433
Customer Type General Public
Mailing Address 10 S. LaSalle Street
Suite 3500
Chicago, IL 60603Home Phone Number (646) 370-3679
Cell Phone Number (631) 944-0469
Email Address jrosales@nmma.org

System User Internet User

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Norwalk Boat Show

1 resource(s) 4 booking(s) Subtotal: \$0.00

Booking Summary

Calf Pasture Beach - Taylor Farm (Event)

Center: Calf Pasture Beach

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Thu, Sep 18, 2025 7:00 AM	Thu, Sep 18, 2025 7:00 PM	1000	\$0.00
Fri, Sep 19, 2025 7:00 AM	Fri, Sep 19, 2025 7:00 PM	3000	\$0.00
Sat, Sep 20, 2025 7:00 AM	Sat, Sep 20, 2025 7:00 PM	5500	\$0.00
Sun, Sep 21, 2025 7:00 AM	Sun, Sep 21, 2025 6:00 PM	4000	\$0.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	Yes
Are you using a food truck?	Yes

Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	Yes
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	Food trucks in Norwalk Cove Marina
Is there a 2nd date in mind or a rain date or location?	No
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	15,000+
What is the setup time?	9/18/24 - 7am
What type of event?	Boat Show - Consumer event
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Consumer parking only
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	No
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	Yes

Waivers and Information			
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Sep 18, 2025	Josh Rosales	Waiver Signed by: Josh Rosales on Dec 2, 2024
City of Norwalk Recreation & Parks Department Facility Rental Event Application Form This Contract is further subject to the following covenants and agreements: 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs. 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine. 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future			

rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length *Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, its employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon 7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event 10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS 125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



X:

X:

Date:

Date:

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT
06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

Josh Rosales

Customer ID: 3433

Mailing Address: 10 S. LaSalle Street, Suite 3500, Chicago, IL
60603

Home Phone Number: (646) 370-3679

Cell Phone Number: (631) 944-0469

Email Address: jrosales@mma.org

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
RACE COASTAL ENGINEERING, LLC
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
REPLACEMENT OF VETERANS MEMORIAL PARK PUBLIC MARINA DOCKS
PROJECT #4154**

THIS AGREEMENT, entered into this 2nd day of December, 2021 (the "Effective Date," by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City"), and **RACE COASTAL ENGINEERING, LLC**, a professional engineering firm licensed to practice in the State of Connecticut under the provisions of Section 20-306a of the General Statutes of the State of Connecticut, having a principal place of business at 611 Access Road, Stratford, CT 06615, acting herein by Devin J. Santa, P.E., its duly authorized President (hereinafter referred to as the "Engineer").

WITNESSETH THAT:

WHEREAS, the City has determined that it needs comprehensive professional engineering services, including structural design, preparation of construction contract bid documents, permitting, and construction administration for the replacement of the Veterans Memorial Park Public Marina Docks (hereinafter, the "Project"); and

WHEREAS, the City has selected the Engineer based on the Engineer's representations that it is qualified and capable of performing the necessary services in a professional and timely manner, in order to meet the City's needs and requirements; and

WHEREAS, the Engineer has agreed to perform the required professional services in accordance with the terms set forth herein, in a diligent, professional and timely manner.

NOW, THEREFORE, the City and the Engineer, for the consideration and based on the terms and conditions of this Agreement, hereby agree as follows:

Article 1. Employment of the Engineer

101. Based on the representations set forth in the Engineer's Proposal dated September 14, 2021, a copy of which is annexed hereto and incorporated herein as **Exhibit 2** (the "Engineer's Proposal"), the City hereby engages the Engineer and the Engineer hereby agrees to perform the Services hereinafter set forth in Article 2. The principal in charge of the Services to be performed hereunder by the Engineer pursuant to this Agreement shall

be Devin J. Santa, P.E., President, or such other qualified person designated by the Engineer in writing and approved by the City.

102. The Norwalk Chief of Operations and Public Works, Anthony R. Carr, PE, or his designated representative (hereinafter, the "Director"), will oversee the performance of the Project under this Agreement on behalf of the City.

103. A. The City intends to secure the personal services of the Engineer's duly authorized and competent employees, acceptable to the City. Failure of the Engineer for any reason to make such employees available to the extent necessary to complete the Project in compliance with this Agreement in a reasonably skillful, professional, and prompt manner shall be cause for termination of this Agreement. All persons engaged in the services required under this Agreement shall either themselves be properly authorized, licensed, and permitted under State law to perform such services or shall be directly supervised by such an individual as set forth in Chapter 391 of the Connecticut General Statutes.

B. The Engineer shall not subcontract any of the services to be performed by it under this Agreement without the express, prior written approval of the Director, which approval shall not be unreasonably withheld.

C. In the event that the City approves of the hiring of subcontractors or subconsultants to perform services related to the Project, the Engineer shall cooperate as fully as possible with the City in the interests of the Project; shall be fully responsible to the City for the acts and omissions of Engineer's subcontractors and subconsultants as it is for the acts and omissions of its direct employees; and shall require each Engineer subcontractor to agree in writing to observe and be bound by all obligations and conditions of this Agreement to which the Engineer is bound.

Article 2. Scope of Services

201. A. The scope of the Services to be performed by the Engineer under this Agreement (the "Services") are described in the City's Request for Proposal dated August 27, 2021, and Addendum No. 1 dated September 13, 2021, copies of which are attached hereto as **Exhibits 1 and 1-A** respectively (hereinafter referred to collectively as the "Request for Proposal").

B. The Engineer shall not commence performance of any such Services, nor shall it incur any charges in connection therewith, until such time as it receives written authorization from the Director to do so. Upon receipt of such notice to proceed, the Engineer shall immediately commence its performance and diligently perform same in order to complete the Project in accordance with a schedule approved by the City.

C. The City may, from time to time, request changes in the Services to be performed by the Engineer hereunder. Any such change, including any increase or decrease in the Services to be performed and the corresponding amount of compensation

to be paid therefor shall be mutually agreed upon by and between the City and the Engineer, and shall be incorporated in a written amendment to this Agreement signed by both parties.

202. The Engineer covenants and agrees that it will perform its Services under this Agreement in accordance with the generally prevailing standards of care and practices of its profession. The Engineer assumes full and complete responsibility for the accuracy of all products of its Services and that of any Engineer's subconsultants utilized under this Agreement. It shall so indicate this by having the signature and the Connecticut Professional Engineer's Seal of each engineer used to perform Services hereunder affixed on the title sheet(s) of all plans and/or documents.

203. In performing the Services required under this Agreement, all documents submitted by the Engineer in connection with the Project shall conform to all applicable provisions of Federal, State and local laws and regulations, especially those requirements implemented and enforced by governing bodies having authority over the Project.

204. In performing the Services, the Engineer shall meet with staff representatives of the Department as often as reasonably necessary and shall also be available upon request to meet and consult with members and staff of various departments of the City, and with other persons or entities, including representatives of the utility companies, and Federal and/or State officials.

205. Unless otherwise specified in the Agreement, all written materials required to be submitted under this Agreement shall be submitted in one (1) copy. With respect to full-size plans and drawings, the Engineer shall submit one (1) signed and sealed black line print thereof sealed and with original Engineer's signature. In addition, the Engineer shall provide all documents, both written and drawings, in electronic format.

206. All of the materials prepared by the Engineer under this Agreement, including any partially completed documents, shall be sole and exclusive property of the City. The Engineer shall label all drawings and documents accordingly. The City shall use materials prepared by the Engineer under this Agreement solely for the purpose of bidding and construction for the Project. The Engineer, only upon prior written approval by the City, may publish materials prepared under this Agreement.

207. The Engineer agrees that it shall preserve all of its records and accounts concerning the performance and implementation of this Agreement for a period of eight (8) years after final payment is made under this Agreement. If any litigation, claim or audit, directly or indirectly pertaining to the Project or the Engineer's Services in connection therewith, is started before the expiration of the eight (8) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been finally resolved.

208. Additional Services

Additional Services set forth in the Engineer's Proposal or any other additional services beyond those described in paragraph 201 of this Agreement shall be performed by the Engineer only with the prior written authorization of the Director and pursuant to a written Amendment to this Agreement signed by the parties hereto. The City shall not be liable to the Engineer for the cost of any Additional Services if such Additional Services are performed outside of or without a signed Amendment.

The Engineer agrees that, should the scope of the Services be reduced, such reduction will be reflected in a commensurate reduction of the amount of compensation paid to the Engineer hereunder.

Article 3. City's Responsibilities

301. The City shall provide the Engineer with all information in its possession regarding requirements for the Project; shall use commercially reasonable efforts to obtain such other information as may be needed by the Engineer to perform the Services required under this Agreement; and shall assist the Engineer in obtaining any other information necessary for the Project. However, the City shall not be responsible for and shall not warrant the accuracy or content of any of the information or data which it assists the Engineer in obtaining and which was not otherwise within the City's possession. The Engineer shall be responsible at its own expense to make all reasonable and necessary field inspections and to perform such other tasks needed to verify all information provided or obtained by the City and shall make no claim against the City for any alleged damages arising out of the information or data provided or obtained by the City.

Article 4. Time Provisions

401. This Agreement shall commence upon its execution and shall remain in full force and effect unless earlier terminated, until the completion of the Services by the Engineer and acceptance of the same by the City. The Services shall be completed no later than one year after the Effective Date.

402. The City may, by a signed written statement, extend the time for performance of the Services hereunder beyond the period stipulated above when the Engineer has been delayed for reasons beyond its control.

Article 5. Compensation

501. The City shall compensate the Engineer for the satisfactory performance of the professional Services described in Article 2 the total amount of **NINETY FIVE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS AND 00/100 CENTS (\$95,898.00)** which shall be inclusive of any reimbursable expenses. The maximum amount will not be revised unless there is a substantial change in the scope or character

of the work to be performed by the Engineer which would justify a revision of this figure and such change is set out in a signed, written amendment to this Agreement.

Article 6. Method of Compensation

601. Notwithstanding anything to the contrary contained in the Engineer's Proposal, for the Services performed under this Agreement, the City shall pay the Engineer on the basis of an itemized invoice, certified by a principal of the Engineer, setting forth the Services performed, the percentage of completion of the Project that has been accomplished by the Services covered by the invoice, and the compensation due the Engineer based upon the calculation of payment set forth in Section 501. The City may, prior to making any payment under this Section, require the Engineer to submit such additional information as is reasonable.

602. After completion of all components of the Project, the Engineer shall submit an invoice for one hundred percent (100%) completion of engineering Services under this Agreement. Compensation previously paid shall be adjusted to reflect additions or deductions based upon final accounting of all invoices for work performed in accordance with the provisions of Section 501. Payment of such adjustments shall not be deemed to require an amendment to this Agreement, with the one exception that the maximum payment specified in Section 501 shall not be exceeded without an amendment to this Agreement. Acceptance by the Engineer of final payment for the Services performed under this Agreement shall constitute a full and complete release of the City, its officers and agents, of all claims, demands and liabilities to the Engineer related to this Agreement.

Article 7. Insurance

701. The Engineer agrees to obtain at its own cost and expense all insurance required by the Insurance Rider, a copy of which is attached hereto and made a part of this Agreement as **Exhibit 3**, and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Engineer's responsibilities hereunder. Before commencing the Services, the Engineer shall furnish to the City a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance policy shall be endorsed to name the City of Norwalk as an additional insured on a primary and noncontributory basis and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of the policy or policies providing coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

All insurance shall be taken out and maintained at no cost or expense to the City and the Engineer shall be responsible for the full amount of any deductible.

Failure of the Engineer to maintain insurance coverage in accordance with the terms of the Agreement shall constitute a violation of the Agreement and shall subject the Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

Article 8. Indemnification

801. The Engineer expressly agrees that it shall at all times indemnify, defend and save harmless the City and its respective officers, agents and employees, from and against any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation related to personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising from related to or connected with the breach of this Agreement or the negligent, wanton or willful acts or omissions of the Engineer, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them in the performance of this Agreement. The Engineer shall and does hereby assume and agree to pay for the defense of all such aforementioned claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder. The City may withhold from any payment due or to become due to the Engineer an amount sufficient in its judgment to protect and indemnify the City, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

The Engineer's duties under this section shall remain in effect and binding in accordance with the terms and conditions of this Agreement and any extension thereof, without being lessened or compromised in any way, even where the Engineer and the Engineer is alleged or found to have merely contributed in part to the actions or omissions giving rise to the claims and/or where the City is alleged or is found to have contributed to the actions or omissions giving rise to the claims.

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Engineer of its duty to defend the City or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the Engineer, the City, or any Indemnified Party, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Engineer hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless the City as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

Article 9. General Provisions

901. The City may at any time, and for any reason, direct the suspension of the Services

contemplated under this Agreement. Such direction shall be in writing and shall specify the period during which the Services shall be suspended. The Services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. The period during which such Services are suspended shall be deemed added to the time for performance. In the event that the City directs the suspension of the Services hereunder for a period of time in excess of one (1) year, through no fault of the Engineer, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Suspension of Services under this Article shall not give rise to any claim against the City.

902. The City may at any time and for any reason terminate this Agreement for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, Services shall be paid for in such amount as shall compensate the Engineer for the portion of the Services satisfactorily performed prior to termination. Such compensation shall not however, include unabsorbed home office overhead or lost profits. The Engineer's compensation upon a termination for convenience shall be fixed by the City after consultation with the Engineer, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

903. In the event the Director determines that there has been a material breach by the Engineer of any of the terms of the Agreement, or that the Engineer refuses or has failed to perform the required Services or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof, the City has the right, power and authority to terminate this Agreement for cause upon providing the Engineer five (5) days written notice. By the terms of this Agreement, the City may, but is not obligated to, provide the Engineer with a reasonable opportunity to cure the breach before the termination becomes effective. In the event the City terminates the Agreement for cause, the Engineer shall be obligated to pay the City for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby.

For the purpose of completing the Project, the City may, for itself or for any of its Engineers, take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the City may otherwise have.

In the event of a termination for cause, all costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the City under this Agreement shall be charged to the Engineer and deducted and/or paid by the City out of any monies due or payable or to become due or payable under this Agreement to the Engineer. If any such costs exceed the sum due or to become due to the Engineer, then, upon demand, the Engineer shall pay the excess amount to the City. In computing the amounts chargeable to the Engineer, the City shall not be held to a basis of the lowest prices for which the completion of the Services or any part thereof, but it shall charge to the Engineer, and the

Engineer shall be liable for all sums actually paid and expenses actually incurred in affecting prompt completion of the Project hereunder. The City's rights described herein are in addition to any other rights and remedies provided by law.

Termination under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

904. When the City shall have reasonable grounds for believing that:

A. The Engineer will be unable to perform the Services required under this Agreement fully, professionally, and satisfactorily within the time fixed for performance; or

B. A meritorious claim exists or will exist against the Engineer or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Engineer, its agents, servants or employees, or the Engineer's breach of any provision of this Agreement then the City may withhold payment of any amount otherwise due and payable to the Engineer hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Engineer, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the City or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

905. Engineer shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement, against any such agent, officer or employee individually. Such claims may be made against the City.

906. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk. The Engineer covenants that no person having any such interest shall be employed in the performance of this Agreement.

907. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

908. The Engineer shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the Services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Services required by this Agreement.

909. During the performance of this Agreement, the Engineer agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

910. This Agreement and its Exhibits constitute the entire understanding and agreement of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this Agreement, whether oral or written. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

911. In case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, including, but not limited to Engineer's Proposal, the stipulations contained in this Agreement shall govern.

912. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

913. The City and the Engineer each binds itself and its successors and assigns to the other party and to such party's successors and assigns with respect to all covenants of this Agreement. The Engineer shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

914. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

915. The Engineer warrants that it has no interest in the Project which is the subject matter of this Agreement and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and duties hereunder. The Engineer further warrants that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Engineer represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Engineer) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. The Engineer

represents that no person or persons not named in the Engineer's qualification and proposal, have any financial or personal interest in the Engineer's performance hereunder.

For the breach or violation of this provision, without limiting any other rights or remedies to which the City may be entitled or any civil or criminal penalty to which any violator may be liable, the City shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the payments to be made pursuant to this Agreement, or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

916. All notices of any nature referred to in this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: Anthony R. Carr, P.E.
Chief of Operations and Public Works
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to: Office of Corporation Counsel
City of Norwalk
125 East Avenue, Room 237
P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to: Finance Department
(For insurance purposes) City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125
(Attn.: Risk Manager)

To the Engineer: Devin Santa, P.E., and President
RACE Coastal Engineering, LLC
611 Access Road
Stratford, CT 06615

917. The Engineer represents to the City as follows:

A. That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder on behalf of the Engineer; and

B. That this Agreement is duly executed and delivered by a duly authorized representative, in accordance with such duly authorized representative's powers to bind the Engineer hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

918. The City's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The City reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of Services for the City. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

919. Electronic Signature

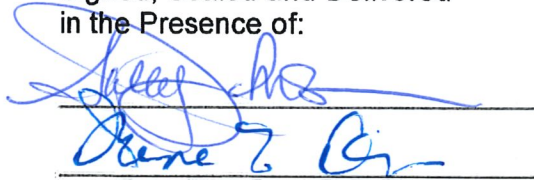
This Agreement may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

By signing this Agreement the Engineer hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

[SIGNATURES ON FOLLOWING PAGE]

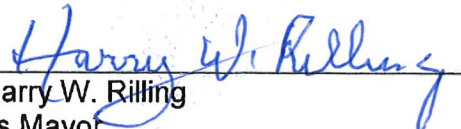
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:



Anne Z. Gr.

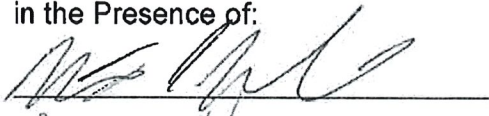
CITY OF NORWALK

By: 

Harry W. Rilling
Its Mayor
Duly Authorized

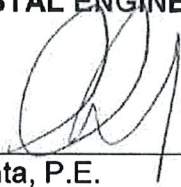
Date Signed: 12/2/2021

Signed, Sealed and Delivered
in the Presence of:



Anne Hannon

RACE COASTAL ENGINEERING, LLC

By: 

Devin Santa, P.E.
Its President
Duly Authorized

Date Signed: November 30, 2021

**APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL**

By: 

**APPROVED AS TO
AVAILABILITY OF FUNDS:**

By: 

Comptroller/Assistant Comptroller

Date Signed: 12-2-2021

TV

Permit


 DEPARTMENT OF
RECREATION & PARKS

 City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

 PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R1896

Status Tentative

Date Dec 3, 2024 5:02 PM

Expiration Date Jan 2, 2025

 Customer Name Jim Gerweck - 3284
Customer Type General Public
Mailing Address 156 FELLOW ST
NORWALK, CT 06850

 Home Phone Number (203) 838-2748
Cell Phone Number (203) 858-5449
Email Address jimrg156@gmail.com

System User Internet User

Rental Fee	\$770.00
Discounts	\$0.00
Subtotal	\$770.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$770.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$770.00

Boston Buildup 10K

2 resource(s) 2 booking(s) Subtotal: \$770.00

Booking Summary

Roton Middle School - Field 2 (Field Rental)

Center: Roton Middle School

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Jan 5, 2025 8:00 AM	Sun, Jan 5, 2025 11:00 AM	150	\$385.00

Silvermine Elementary School - Field 1 (Field Rental)

Center: Silvermine Elementary School

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Mar 2, 2025 8:00 AM	Sun, Mar 2, 2025 11:00 AM	150	\$0.00

Resource level fees

\$385.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Do you have a 2nd date in mind or a rain date	Yes
Field Requested- Type in your selected facility/field.	Not using field - Parking lot only

Is there a 2nd date in mind or a rain date or location?	Sun., Jan 12 and Sun., March 9
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	No

Payment Schedules		Original Balance: \$770.00		Current Balance: \$770.00	
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Dec 4, 2024	\$385.00	\$0.00	\$0.00	\$385.00	
Jan 4, 2025	\$385.00	\$0.00	\$0.00	\$385.00	

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk Online
Mailing Address: 125 East Ave., Norwalk, CT
06851
Phone Number: (203) 854-7806
Email Address: recregistrationsupport@norwalkct.gov

Jim Gerweck
Customer ID: 3284
Home Phone Number: (203) 838-2748
Cell Phone Number: (203) 858-5449
Email Address: jimg156@gmail.com

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 07/01/2024 (DEEP Electronic Format)

South Norwalk 'Pavement to Micro-Forest'
Urban Resiliency Project

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
CHECK ONE:

☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

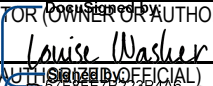
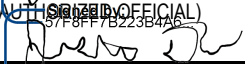
1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. 2024-291 P.O.
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CONTRACTOR	(3) CONTRACTOR NAME Norwalk River Watershed Association, Inc.		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO	
	CONTRACTOR ADDRESS 280 Silvermine Avenue, Norwalk, CT 06850		CONTRACTOR FEIN/SSN 06-1483326	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Natural Resources, 79 Elm Street, Hartford, CT 06106-5127			(6) Dept No. DEP43000
CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) 06/29/2026	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER	
	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of 8 pages numbered A-1 through A-8 inclusive. Standard Terms and Conditions are contained in Pages 2 through 17 and are attached hereto and made a part hereof.			
COMPLETE DESCRIPTION OF SERVICE	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Cost and Schedule of Payments is attached hereto as Appendix B and made a part hereof. (Appendix B consists of 1 page numbered B-1. Total Payments Not to Exceed the Maximum Amount of \$150,000.00.			

(11) OBLIGATED AMOUNT \$150,000.00										
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$150,000.00	DEP44165	12060	23224	65099	DEPA00002011221	155203				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.) CGS Sec. 23-20 & CGS 23-27	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) 	TITLE Louise Washer, President of the Board of Directors	DATE 9/20/2024
(25) AGENCY (AUTHORIZED OFFICIAL) 	TITLE Justin Davis, Bureau Chief	DATE 9/20/2024
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) D8C684147DD143B...		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

STANDARD TERMS AND CONDITIONS

(Rev.7/01/24)

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
 3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 4. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which

- (f) the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (g) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (h) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (i) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b

6. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

9. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

10. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law

11. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

12. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments

- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

13. Non-Discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision,

state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b)(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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, 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 the Contractor further agrees to take affirmative action to ensure 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, status as a veteran, status as a victim of domestic violence, 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 the 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 the Contractor has a contract or understanding, a notice to be provided by the Commission, 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; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (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 C.G.S. § 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 C.G.S. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐
14. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
 15. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
 16. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
 17. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 18. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or

assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

19. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
20. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
21. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
22. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
23. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
24. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
25. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
26. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump

the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

27. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
28. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
29. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
30. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
32. Large State Contract Representation for Contractor Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
33. Large State Contract Representation for Official or Employee of State Agency Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
34. Iran Energy Investment Certification.
- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
 - (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.
35. Access to Contract and State Data The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
36. Compliance with Consumer Data Privacy and Online Monitoring.
Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
37. USDA Subrecipient Agreement. This is an award of Federal financial assistance. Subrecipients to this award are subject to the United States Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov.
The following administrative provisions apply to this award:
38. Legal Authority. Contractor/Subrecipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
39. Principal Contacts. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Danica Doroski, Ph.D. Urban Forestry Coordinator 79 Elm Street Hartford, CT 06106-5127 Email: Danica.Doroski@ct.gov	DEEP – Financial Management Division Accounts Payable 79 Elm Street Hartford, CT 06106-5127

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contract
Name: Danielle Gift 271 Mast Road Durham, NH 03824 Telephone: 603-397-2658 Email: danielle.gift@usda.gov	Name: Midori Raymore 626 East Wisconsin Avenue Milwaukee, WI 53202 Telephone: 414-721-1346 Email: midori.raymore@usda.gov

40. Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants. This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If fails to comply with these provisions, the Forest Service will annul this award and may recover any funds Contractor/Subrecipient has expended in violation of sections 433 and 434.
41. System For Award Management Registration Requirement (SAM). shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
42. Indirect Cost Rates. The approved indirect cost rate at the time of execution is 20% as shown in the NICRA provided by the Cooperator. As new NICRAs are agreed to between and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification. If the NICRA is for a provisional rate, shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.
43. Modifications. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60

44. days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
45. Collaborative Arrangements. Where permitted by terms of the award and Federal law, Contractor/Subrecipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award and shall notify DEEP of any subcontracts it intends to enter into in accordance with provision # 24 noted above.
46. Forest Service Liability To The Recipient. The United States shall not be liable to Contractor/Subrecipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by DEEP or any third party.
47. Notices. Any notice given by the Forest Service or DEEP will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
 - To the Forest Service Program Manager, at the address specified in the contract award.
 - To DEEP, at the address shown in the contract award.Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
48. Use of Forest Service Insignia. In order for Contractor/Subrecipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify DEEP when permission is granted.
49. Funding Equipment For State Recipients. Federal funding under this award is available for reimbursement of the State's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. States will adhere to State laws and procedures regarding purchase, use, and disposition of equipment.
50. Forest Service Acknowledged In Publications, Audiovisuals, And Electronic Media. Contractor/Subrecipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow directions in USDA Supplemental 2 CFR 415.2.
51. Public Notices. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Contractor/Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Contractor/Subrecipient may call on Forest Service's Office of Communication for advice regarding public notices. Contractor/Subrecipient is requested to provide copies of notices or announcements to DEEP and the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.
52. Publications. Recipients shall have an acknowledgement of USDA awarding agency support placed on any publications written or published with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity. "Publication" means a published book, periodical, pamphlet, brochure, flier, or similar item. It also includes via electronic formats, including websites.
53. Federal Nondiscrimination Statement – Printed, Electronic, Or Audiovisual Material. See Appendix F of this contract award. This provision is in addition to state nondiscrimination notice provision in Contract Appendix A. Contractor/subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

54. Termination. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
55. Prohibition On Certain Telecommunications and Video Surveillance Services Or Equipment. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.
In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
 - (1) procure or obtain, extend or renew a contract to procure or obtain;
 - (2) enter into a contract (or extend or renew a contract) to procure; or
 - (3) obtain the equipment, services or systems.
56. Eligible Workers. Contractor/subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Contractor/subrecipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
57. Whistleblower Notice:
Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).
41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:
 - Gross mismanagement of a Federal contract or grant;
 - A gross waste of Federal funds;
 - An abuse of authority relating to a Federal contract or grant;
 - A substantial and specific danger to public health or safety; or
 - A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
 To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:
 - A Member of Congress, or a representative of a committee of Congress;
 - The OIG;
 - The Government Accountability Office (GAO);
 - A Federal employee responsible for contract or grant oversight or management at USDA;

- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay. Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline> . For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov .

APPENDIX A

SCOPE OF WORK

Purpose: Urban Forest Equity Grant Program funds are provided by the United States Department of Agriculture (USDA) to the Connecticut Department of Energy and Environmental Protection (“DEEP”) through the Inflation Reduction Act. The purpose of this Contract is for DEEP to provide funds from the Urban Forestry Grant Program to Norwalk River Watershed Association, Inc. (herein known as the “Contractor”) to conduct a tree planting project in Norwalk, Connecticut to improve urban forest health.

Description: The project (“Project”) referenced shall be titled: **South Norwalk “Pavement to Micro-Forest” Urban Resiliency Project**

1. Deliverables: Upon Contract execution the Contractor shall be responsible for the following tasks:

A. Tree Planting

1. The Contractor shall plant no fewer than one thousand (1,000) trees and shrubs in Meadow Street Park, Norwalk, CT. All trees shall be planted either in or directly adjacent to disadvantaged communities as defined in the [Climate and Economic Justice Screening Tool](#).
2. The Contractor shall inform DEEP of the tree species to be planted and obtain prior authorization from DEEP’s Urban Forestry Coordinator prior to commencement of any planting. The Contractor shall not plant any tree, shrub, or plant species that is on the State of Connecticut invasive plant list.
3. The Contractor shall follow “[Right Tree, Right Place Standards](#)” and shall make best efforts to plant [large statured shade trees](#) wherever space and public utilities allow.
4. The Contractor shall perform tree storage, planting, maintenance, and pruning must be performed in accordance with the standards set by the [Connecticut’s Tree Owner’s Manual](#). This shall include, but is not limited to: (a) providing protective measures against mechanical disturbance, such as stakes, temporary fencing, or trunk guards to newly planted trees; and (b) conducting follow-up structural pruning. The Contractor acknowledges and agrees that compliance with the Connecticut Tree Owner’s Manual shall be considered when reviewing any future Urban Forestry Grant applications by the Contractor.
5. The Contractor shall obtain written permission from the applicable landowner(s) for any trees planted on private land and for all maintenance activities to be conducted on such landowner’s property, and provide a copy of the executed instrument to DEEP’s Urban Forestry Coordinator prior to commencing work on any landowner’s property

Such written permission may be in the form of, without limitation, a license, lease, easement, authorization letter, or other appropriate site access instrument. For any trees planted on private land the Contractor's site access agreement shall include at a minimum:

- i. An allocation of the responsibilities of both the property owner and/or the municipality;
 - ii. Methods for tree care and survival; and
 - iii. The duration for which the agreement will exist.
6. All planting and/or maintenance activities to be conducted on State owned land shall be conducted in accordance with applicable State policies and coordinated with the appropriate State agency owner.
7. The Contractor agrees to develop and comply with a tree stewardship and maintenance plan for all trees planted under this Contract to ensure the long-term health of said trees. The Contractor acknowledges and agrees that the stewardship and maintenance of trees planted under this Contract shall be considered when reviewing any future Urban Forestry Grant applications by the Contractor.
8. The Contractor shall conclude all tree plantings, coordinate cleanup, and restore any area disturbed by activities related to this Project to its previous condition or better.
9. The Contractor shall share with DEEP the geolocation, species, and size of all trees planted. This data shall be submitted as an Excel or CSV file or uploaded via [DEEP's Tree Planting Survey](#). The Contractor shall review all data for accuracy to ensure final and up-to-date information prior to submission.

B. Educational Programs/Volunteer Events:

1. The Contractor shall host no fewer than two (2) library discussions focused on urban climate change vulnerability and the role of urban forests in climate resilience for residents of Norwalk, CT. Library talks shall take place in Fall of 2024 and Spring of 2025. The Contractor shall use best efforts to engage no fewer than thirty (30) participants per library discussion. There shall be no cost for the public to attend any of the foregoing library discussions.
2. The Contractor shall host no fewer than four (4) combination workshop and/or volunteer days focused on tree planting and the benefits of urban canopy for residents in Norwalk, CT. Workshops and/or volunteer days shall take place in Spring and Fall of 2025 and will engage no fewer than sixty (60) participants over the duration of the Grant. Workshop and/or volunteer days shall be advertised through social media,

bilingual flyers, and outreach through the Norwalk Library. There shall be no cost for the public to attend any of the foregoing educational workshops

3. The intent and nature of all programs and/or workshops shall be educational and geared towards increasing the public's knowledge and skills about urban forestry. The Contractor shall submit final presentations for all programs, workshops, and/or field trips to DEEP for review and approval prior to conducting such programs, workshops.
4. The Contractor shall use best efforts to host programs and/or workshops in a manner that encourages public participation. Such efforts shall include, but are not limited to, scheduling meetings at times that maximize attendance by local residents, selecting location(s) that are near public transportation, and utilizing technology to hold hybrid meetings to allow for both in-person and virtual attendees. The Contractor shall make best efforts to increase access to meetings for residents with limited English proficiency where appropriate including providing translators/interpreters if requested in advance of a publicly scheduled meeting or other accommodations.
5. The Contractor shall make public and advertise notices for public outreach meetings through e-mails, flyers, social media posts, meetings (in person, and online), press releases, legal notices, local ambassadors and community partnerships. The Contractor shall use best efforts to provide translations of outreach materials and notices where appropriate. The Contractor shall work with the Urban Forestry.
6. The Contractor shall install temporary signage at the work site, followed by no fewer than one (1) permanent sign in visible locations at project conclusion. Signs should comply with the federal and State requirements and include information about urban forests and climate resilience strategies the Contractor is using to support healthy urban forests, links to online resources, and credit to USDA Forest Service and CT DEEP Forestry. Proper use of State and Federal logos is required as described in this Contract in accordance with Section 3 below.
7. The Contractor shall submit a written report to DEEP on the number of workshops held and number of attendees at each workshop, number of field trips hosted, number of students engaged through each field trip, and the number of students engaged in after school programming.

C. Workforce Development:

1. The Contractor shall recruit or otherwise compensate no fewer than one (1) part-time Community Engagement Coordinator to implement the educational programs outlined in section B above and to conduct and organize outreach for Educational Programs and/or Volunteer Events. Training materials must be submitted to DEEP for review and approval prior to training.
2. The Contractor shall provide DEEP with the number of positions created and supported and the employment status of workforce trainees.

D. Community Outreach and Engagement [to be included in all agreements]:

1. The Contractor shall establish a communications plan, subject to DEEP review and approval, to effectively respond to any public inquiries throughout the Project duration.
2. The Contractor shall host no fewer than two (2) community celebrations to promote the project, including one (1) at opening of the project to the public, no later than October 2025, and one (1) at the one-year mark, no later than May 2026.
3. The Contractor shall host no fewer than two (2) public meetings throughout the Project duration to inform the community of the Project and solicit feedback on the scope. These meetings will include at least one (1) meeting within (3) three months of contract execution and one (1) at Project completion.
4. The Contractor shall ensure that all notices for such public outreach meeting(s) comply with all applicable local and state laws.
5. The Contractor shall make best efforts in a manner that encourages public participation. Such efforts shall include, but are not limited to, scheduling meetings at times that maximize attendance by local residents, selecting location(s) that are near public transportation, and utilizing technology to hold hybrid meetings to allow for both in-person and virtual attendees. The Contractor shall make best efforts to increase access to meetings for residents with limited English proficiency where appropriate including providing translators/interpreters if requested in advance of a publicly scheduled meeting or other accommodations.
6. The Contractor shall make public and advertise notices for public outreach meetings through e-mails, flyers, social media posts, meetings (in person, and online), press releases, legal notices, local ambassadors, bilingual flyers, and community partnerships in cooperation with the Norwalk Library. The Contractor shall use best efforts to provide translations of outreach materials and notices where appropriate. Contractor shall work with the Urban Forestry Coordinator on any questions of ability to provide meaningful participation by the limited English community affected by the Project.
7. At the conclusion of the Project, the Contractor shall submit t to DEEP a written report that details the number of community meetings/outreach events held along with the number of participants at each public meeting.

E. Other Items

1. **Workplan and Schedule:** Within thirty (30) days from execution of this Contract, DEEP and the Contractor shall collaborate and develop a written workplan and schedule for task 1.A. through task 1.D above. The workplan and schedule shall include

specific dates for completion of each task. In the event the Contractor is unable to comply with a date specified in the workplan and schedule, the Contractor shall notify DEEP as soon as practicable and provide reasons for the inability to comply with the date specified. The workplan and schedule may be modified in writing by mutual consent of both parties during the term of this Contract. The workplan and schedule shall be incorporated as part of this Contract.

2. Projects must benefit disadvantaged communities as defined by the Climate and Economic Justice Screening Tool available at:

<https://screeningtool.geoplatform.gov/en/#11.09/41.2985/-72.9292> the Contractor shall provide DEEP documentation of the work done at the census block level and/or efforts to engage disadvantaged communities.

3. Any photos shared should include a photo waiver using the form or something comparable provided in Appendix E.

4. The Contractor shall not use Grant funds for:

- i. Scientific research
- ii. Construction activities unless such activities are part of the site preparation for tree planting such as expanding or creating tree pits
- iii. Land acquisition
- iv. Payment directly to private landowners
- v. Equipment more than \$5,000
- vi. Administrative costs in excess of 20% of the total amount requested.

2. Budget: A USDA Grant in the total amount of one hundred fifty thousand dollars (\$150,000.00) was awarded to the Contractor for this Project. Allowable costs under this fund shall include all necessary personnel costs, administrative costs, technical and consulting services, purchasing of materials, and outreach materials, provided such costs are incurred after the execution of this Contract. The maximum amount payable by DEEP shall be \$150,000.00. Project costs in excess of the maximum payable amount shall not be borne by the State. There is no match requirement for this grant program.

3. Acknowledgement of Funding: Any publication/sign produced, distributed, or installed, or any publicity conducted in association with this Contract must provide credit to the Urban and Community Forestry Program as follows: "Funding provided by the USDA, Forest Service Forestry Equity Grants administered by the Connecticut Department of Energy and Environmental Protection (DEEP) and supported by the Inflation Reduction Act." For use of Forest Service Insignia, please see Standard Term no. 51 of this Contract.

4. Publication of Materials: The Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of

Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

6. **Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Bureau Of Natural Resource
Danica Doroski, State Forester
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

7. **Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
8. **Compliance with Federal Terms and Conditions.** Projects funded under this Grant shall be subject to the terms and conditions of the federal awarding agency, the USDA, Forest Service Eastern Region. Contractor agrees to comply with all terms and conditions, including the federal terms and award conditions detailed on page 7 through page 10 in the Standard Terms and Conditions Section. Contractor also agrees that any subawards it makes under this Contract shall require the subcontractor to comply with all applicable State and federal requirements for work associated with this Contract award., including the use of Appendix F. These terms and conditions are in addition to the assurances, certifications and standard terms made as a part of the Contract award.
9. **Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the DEEP Urban Forestry Coordinator once every three (3) months during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.
10. **Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:
1. revisions to the maximum Contract payment,
 2. the total unit cost of service,
 3. the contract's objectives, services, or plan,
 4. completion of objectives or services, and

5. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

11. Final Report: Within thirty (30) days of the expiration date of this Contract, the Contractor shall submit to the DEEP Urban Forestry Coordinator a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix

12. Final Financial Report: Within thirty (30) days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the DEEP Urban Forestry Coordinator with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. A sample format is attached as Appendix C

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is one hundred and fifty thousand dollars and zero cents (\$150,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

1. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
2. If no reimbursement request is submitted within a six-month period, the Contractor is required to submit with its project status report the cause and what if any impact there is to the approved budget and/or Project schedule.
3. The final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.
4. The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection through a check payable to "Treasurer-State of Connecticut" within ninety (90) days of the Contract expiration date.

APPENDIX C
SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs
Salaries	
Fringe @ _____ %	
Travel	
Contractual (specify)	
Equipment	
Printing	
Materials & Supplies	
Other (specify)	
Totals	

APPENDIX D

SAMPLE PROGRESS REPORT

State of Connecticut- Department of Energy and Environmental Protection

(Progress Report)

Title of Project

Project Summary #1

Grantee/Contractor Name: Norwalk River Watershed Association, Inc.

Project Name: South Norwalk 'Pavement to Micro-Forest' Urban Resiliency Project

Contract No: 2024-291

Project ID: DEPA00002011221

Contract Value: \$150,000.00

Contract End Date: 6/29/2026

Reporting Period: Contract execution through June 29, 2026.

Supporting Narrative – Progress on Planned Activities

- 1. A brief description of work completed to date and anticipated project completion date if different from the current Contract expiration date;*

APPENDIX E
PHOTOGRAPHIC WAIVER



Connecticut Department of
Energy & Environmental Protection

Photograph/Video Authorization and Release

I, _____ do hereby authorize the Connecticut Department of Energy
(Please Print Name)

and Environmental Protection (DEEP) to use any photograph, video or likeness of

my (self / child for whom I am the legal or natural guardian) _____, for
(Please circle one) (Please Print Name)

promotion of the DEEP's activities, properties, facilities or functions in any public format, including but not limited to publication in the DEEP Website, Facebook or other social media website utilized by DEEP, brochure or other publication and/or press release. I understand that such promotion will be disseminated to the public and may be copied or otherwise reproduced. I hereby release the DEEP from any liability that may arise from the photograph, video or likeness of myself/son/daughter in such promotion, and from any liability that may arise from the dissemination of such promotion to the public or the use of the promotion by the public.

Signature

Date

Rev. 6/28/2018

APPENDIX F

COMPLYING WITH CIVIL RIGHTS

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250- 9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with civil rights laws. USDA will receive, investigate, and adjudicate claims alleging violation of civil rights laws by recipients of USDA assistance.

What Federal civil rights laws must you follow to ensure compliance?

U.S. Code	Statute	Prohibits discrimination on the basis of:
(42 U.S.C. 2000d–2000c)	Title VI of the Civil Rights Act of 1964	Race, color, or national origin (including LEP)
(20 U.S.C. 1681–1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq.)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Office of Civil Rights | FS-850 | August 2022 (revised)



"Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination."

—President John F. Kennedy, 1963,
calling for the enactment of Title VI
of the Civil Rights Act

For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

USDA is an equal opportunity provider, employer, and lender.

Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service

APPENDIX F

COMPLYING WITH CIVIL RIGHTS

Who is required to comply with Federal civil rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture (USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal civil rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

- Any individual receiving Federal funding or assistance
- A State or local government
- American Indian or Alaska Native individual, Tribe, corporation, or organization

- Any public or private agency, institution, or organization (e.g., university, college, or nonprofit)

What are your responsibilities for complying with Federal civil rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal civil rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with civil rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the "And Justice for All" USDA poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project a statement of affiliation with the Forest Service, e.g., "This publication made possible through a grant from the USDA Forest Service." OR "This research was conducted in cooperation with the USDA Forest Service." OR "This research was funded by a grant from the USDA Forest Service."
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with limited English proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.
- Identifying a person to be responsible for ensuring your program is in compliance with civil rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their civil rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including in your publications and outreach materials the following statement about nondiscrimination and how to file a complaint:

"In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this organization is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.

CONTINUED ON OPPOSITE SIDE