



REGULAR MEETING – RECREATION, PARKS & CULTURAL AFFAIRS AGENDA

**SEPTEMBER 9, 2026, 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. Regular Meeting: August 12, 2026

IV. PUBLIC PARTICIPATION

V. OLD BUSINESS

VI. NEW BUSINESS

- A. 1. Authorize the Mayor Barbara C. Smyth, to enter into a contract with Priority Landscaping, LLC, for project #4527, Meadow Street Park Renovation, in an amount not to exceed \$340,000.00, from accounts 520000 5796 MLK08, 09276030 5777 C0588, 09236030 5777 C0588, 09246030 5777 C0588.**

2. Authorize the Director of Recreation and Parks to issue orders with Priority Landscaping, LLC, for project #4527, Meadow Street Park Renovation, in an amount not to exceed \$34,000.00, from accounts 520000 5796 MLK08, 09276030 5777 C0588, 09236030 5777 C0588, 09246030 5777 C0588.

- B. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Calf Pasture Beach and immediate surrounding grounds by Norwalk Police – Police Athletics League/PAL for their inaugural Norwalk Police PAL 5k and Mile Walk Halloween Costume Fun Run to be held on Saturday, October 31st, 2026, from 9:30 A.M. to 11:00 A.M. Set-up at 8:00 A.M. Approximately 220 people.
- C. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Veteran’s Park and immediate surrounding grounds by Norwalk River Rowing Association for their River of Hope to be held on Saturday, September 26th from 10:00 A.M to 12:00 P.M with set-up at 10:00 A.M. and tear-down by 12:30 P.M. Approximately 100 people.
- D. Authorize the use of Veteran’s Park and immediate surrounding grounds by Orange Theory Fitness for their 2026 Dri Tri be held on Saturday, October 24th from 7:00 A.M. to 2:00 P.M. Approximately 245 people.
- E. Authorize the use of Wolfpit Elementary School and immediate surrounding grounds by Wolfpit PTA for their Pumpkin Fest to be held on Saturday, October 17th from 12:00 P.M to 4:00 P.M with set-up at 8:00 A.M. and tear-down by 6:00 P.M. Rain date on Sunday, October 18th. Approximately 500 people.
- F. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Washington Street Plaza and immediate surrounding grounds by City of Norwalk Department of Economic & Community Development for their Halloween Nightfair to be held on Saturday, October 24th from 2:00 P.M. to 10:00 P.M with set-up at 8:00 A.M. and tear-down by 11:55 P.M. Approximately 5,000 people.
- G. Schedule a Public Hearing for the revised Park Rules and Regulations proposed by the Department of Recreation and Parks.

VII. DISCUSSION

VIII. ADJOURNMENT



CITY OF NORWALK
RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE

WEDNESDAY, AUGUST 12, 2026.

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.



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ATTENDANCE: Darlene Young, Chair; Broderick Sawyer, Vice Chair; Nicole’ Eaddy; Richard Dellinger; Johan Lopez

ABSENT: Nicol Ayers

STAFF: Robert Stowers, Director, Recreation and Parks; Ken Hughes, Superintendent, Recreation and Parks; Alexis Cherichetti Senior Environmental Officer

OTHERS: Michelli Tiani, Kent Tullo

I. CALL TO ORDER

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

II. ROLL CALL

Ms. Young called the roll, and all those listed were present.

III. ACCEPTANCE OF MINUTES

A. Regular Meeting: July 8, 2026

**** MS. EADDY MOVED TO APPROVE THE MINUTES AS SUBMITTED.
** THE MOTION PASSED UNANIMOUSLY**

IV. PUBLIC PARTICIPATION

There was no public participation this evening.

V. OLD BUSINESS

There was no old business discussed this evening.

VI. NEW BUSINESS

A. AUTHORIZE THE USE OF TRACEY MAGNET SCHOOL AND IMMEDIATE SURROUNDING GROUNDS BY TRACEY MAGNET PTA FOR THEIR ANNUAL MOVIE NIGHT TO BE HELD ON FRIDAY, OCTOBER 23RD, 2026, FROM 3:00 P.M TO 9:00 P.M. APPROXIMATELY 250 PEOPLE.

Ms. Tiani provided a brief overview of the event and noted that it is an annual event and is one of the greatest events that they host and the families really enjoy it.

****MR. DELLINGER MOVED TO APPROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

B. AUTHORIZE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY MOUNTAIN WORKSHOP FOR THEIR IMPROVING SCHOOL CLIMATE BUILDING PROGRAMS BE HELD ON WEDNESDAY, SEPTEMBER 23RD, FRIDAY, SEPTEMBER 25TH, AND THURSDAY, OCTOBER 8TH, 2026, FROM 7:00 A.M TO 4:00 P.M. APPROXIMATELY 175 PEOPLE.

Mr. Tullo provided a brief overview of the event and noted that September 25th will also need to be added. He said these are annual programs that are held and include team building and field initiative games to help to improve school climate.

****MS. EADDY MOVED TO APPROVE THE ITEM AS AMENDED TO INCLUDE ADDING FRIDAY, SEPTEMBER 25, 2026.**

**** THE MOTION PASSED UNANIMOUSLY.**

C. AUTHORIZE THE PURCHASING AGENT TO INCREASE THE EXISTING PURCHASE ORDER, # 200749, ISSUED TO STANTEC CONSULTING, FOR AN AMOUNT NOT TO EXCEED \$17,500, FOR BROADRIVER FIELD DESIGN SERVICES, FROM ACCOUNT 0921 6030 5777 C0658.

Mr. Stowers said this is for additional funds to help to compete with the design which had to be amended several times due to going from synthetic turf to grass and there are a lot of drainage issues to be solved. Mr. Hughes added that the design is 95% complete and once completed the bid package will be put together for construction.

****MR. DELLINGER MOVED TO APPROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

D. AUTHORIZE THE MAYOR, BARBARA C. SMYTH, 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 VETERAN'S MEMORIAL PARK PUBLIC MARINA DOCKS FOR A SUM NOT TO EXCEED \$19,000.00 FOR CONSTRUCTION ADMINISTRATION SERVICES.

ACCOUNT NO: 09 22 6030 5777 C0367, 09 23 6030 5777 C0367, 09 24 6030 5777, C0367, 09 25 6030 5777 C0367, 09 26 6030 5777 C0367, 09 26 6030 5799 C0367

Mr. Hughes provided an overview of the project and said it is in reference to rebuilding the marina at Veterans Park. There have been delays with shipping issues which are causing the need for additional administration services. The projected completion date is now October 16, 2026.

****MR. DELLINGER MOVED TO APPROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

D1. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH TERRY CONTRACTING & MATERIALS INC. FOR PROJECT RNP2025-1 – VETERAN'S MEMORIAL PARK MARINA DOCKS FOR A SUM NOT TO EXCEED \$10,000.00
ACCOUNT NO. 09 22 6030 5777 C0367, 09 23 6030 5777 C0367, 09 24 6030 5777 C0367, 09 25 6030 5777 C0367, 09 26 6030 5777; C0367, 09 26 6030 5799 C0367

****MR. DELLINGER MOVED TO APPROVE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

C. AUTHORIZE THE MAYOR, BARBARA C. SMYTH, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND BIOHABITATS, INC., FOR ENGINEERING DESIGN SERVICES FOR THE DESIGN PLANNING TO IMPROVE RESILIENCY, HABITAT AND PUBLIC ACCESS AT VETERAN'S PARK PROJECT FOR A SUM NOT TO EXCEED \$351,000. FUNDING: NFWF GRANT & CAPITAL FUNDS
ACCOUNT NO. 36 3730 5298 G0053, 09 25 4021 5777 C0715, 09 26 4021 5777 C0715, 09 23 4021 5777 C0816, 09 25 6030 5777 C0367

Ms. Cherichetti provided a brief overview of the project and said that it is grant funded through the National Fish and Wildlife Foundation's Long Island Sound Futures Fund, which is an EPA funded grant. Most of the project will be public engagement and is to provide better experience for public access and increase the flood resiliency of the interior of the park.

****MS. EADDY MOVED TO APPROVE THE ITEM.
** THE MOTION PASSED UNANIMOUSLY.**

F. APPROVE THE NAMING OF THE SMALL STORAGE BUILDING AT ANDREWS FIELD (COMMONLY REFERRED TO AS THE “GREENHOUSE”) LOCATED AT ANDREWS FIELD; COUNTY STREET, PARCEL ID 5-6-100-0, NORWALK CT 06851 AFTER DOUGLAS ORAVEZ AND FORWARD RECOMMENDATION TO THE LAND USE AND BUILDING MANAGEMENT COMMITTEE FOR CONSIDERATION.

Mr. Stowers noted that this request was received by the Acting Superintendent, Ms. Faioes of the and has generated support from the mayor and will be forwarded to the Land Use Committee for a public hearing. He read the statement that was sent by Ms. Faioes.

****MR. DELLINGER MOVED TO APPROVE THE ITEM.
** THE MOTION PASSED UNANIMOUSLY.**

VII. DISCUSSION

Mr. Stowers provided an update on the Parks Foundation and field questions from the committee.

VIII. ADJOURNMENT

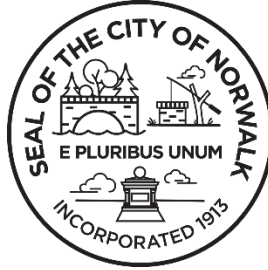
**** MR. DELLINGER MOVED TO ADJOURN.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:45 PM.

Respectfully submitted,

Dilene Byrd

CITY OF NORWALK PURCHASING DEPARTMENT



**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE
NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING**

PROJECT NUMBER:	4527
REQUESTING DEPARTMENT:	Recreation and Parks
DATE OF BID ISSUANCE:	08/04/2026
TITLE OF BID:	Meadow Street Park Renovation
RFI/QUESTION DEADLINE:	2:00 PM 08/10/2026
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 08/14/2026
HARD COPY SUBMISSION DEADLINE:	2:00 PM 08/18/2026
MANDATORY WALKTHROUGH: DATE, TIME, AND LOCATION OF WALKTHROUGH	YES () NO (X)
TIME/DATE OF BID OPENING:	2:00 PM 08/18/2026
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 10%
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 100%
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES (X) NO ()

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

1. **SECTION 1 -1.5 FORMS ONLY** BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM, INCLUDING PRICING SHEETS, EXCEPTIONS TAKEN, IF ANY, ADDENDA ACKNOWLEDGMENT FORMS, ANY OTHER REQUIREMENTS INDICATED IN SPECIAL NOTES SECTION, AND BID SECURITY IF REQUIRED **(ONE ORIGINAL PLUS TWO (2) COPIES)**

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL BIDS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE. **REFERENCE THE PROJECT NUMBER ON THE OUTSIDE OF THE ENVELOPE.**
4. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR BID.
 - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
5. TIME IS OF THE ESSENCE (IF APPLICABLE):
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK

PURCHASING DEPARTMENT

GENERAL INFORMATION

1.1 INTRODUCTION

The City of Norwalk is requesting bids for the Meadow Street Park Renovation. This contract is subject to state spending allocation goals and contract compliance requirements. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

1.2 BID DOCUMENTS

All Bid documents for this invitation are available over the internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

1.3 ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.gov>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline. It is the responsibility of the bidder to check for issuance of any addenda.

1.4 BIDDER'S LIST

Bidder's list for this solicitation will not be published.

1.5 QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Sharon Conners, Purchasing Agent at sconners@norwalkct.gov. The deadline for the submission of questions is 2:00 pm, August 10, 2026.

1.6 SUBMISSION OF BID

The City of Norwalk is requesting electronic submission along with hard copy submission. All participants are **required to submit both** by the said date and time. Hard copy submission must match the electronic submission and will be the official accepted submission. The City of Norwalk has the right to reject any submission that does not meet this criteria.

All sealed electronic submissions must be submitted in Bonfire no later than August 14, 2026, at 2:00PM.

All sealed hard copy Bids should be submitted to the City of Norwalk's Purchasing Department no later than August 18, 2026, at 2:00 PM at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 211

CITY OF NORWALK

PURCHASING DEPARTMENT

Norwalk, CT 06856-5125

1.7 SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the opening at [Purchasing-Bid Postings](#). Results will not be provided over the phone.

SPECIAL NOTES:

- 1.) **PROJECT SCHEDULE:** Begin within Thirty (30) days from executed contract and be completed no later than December 1, 2026.
- 2.) **BUILDING PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permit fees are NOT waived for this project.
- 3.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 4.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 5.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$200.00 per day.
- 6.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
- 7.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the Sum of the Base Bid(s) and the Alternate item(s) selected by the City in its best interest. Said determination by the City would be final.
- 8.) **Prevailing Wage Rates** shall apply to these services. All labor required for this project shall comply with the State of Connecticut. A copy of the State of Connecticut prevailing wage rates is included or to be provided via bid addendum prior to bid opening as a component of this solicitation. See Section 5 for this information.
- 9.) **Prevailing Wages Projects:** It is a requirement to submit certified payroll at minimum weekly.
- 10.) **IMPORTANT Submission Information:** As of 08/10/2020, a new interior Customer Service window opened inside City Hall that will help serve the public during the COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. If you are planning to use the Customer Service window to drop off your submission, it is recommended to drop off the submission as early as possible since the team will be serving other customers.

It is still recommended to use a courier service (i.e. FedEx, UPS, USPS, DHL, etc.) to deliver the submission to the above address by the due date and time.

- 11.) **Public Opening:** Per the [City of Norwalk Purchasing Guidelines](#), Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more

CITY OF NORWALK

PURCHASING DEPARTMENT

witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. If you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – FORMS OF PROPOSAL

**CITY OF NORWALK
PURCHASING DEPARTMENT
BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Bidder's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
Signature	Date

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB. Exceptions must be declared below in order to be considered by the City:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that they have carefully examined the plans, specifications and project site and has satisfied themselves as to all the quantities and conditions and understands that in signing this proposal they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

1. The following prices shall apply to this project:

A	Total Lump Sum Bid	\$
	Total Lump Sum Bid in Words	

**CITY OF NORWALK
PURCHASING DEPARTMENT**

B	ALT-1 Electrical Work	\$
	Total ALT-1 Electrical Work in Words	

2.

Bid Security in the form of a (check one) is attached.		Bond		Certified Check
Cost for performance bond <u>included in lump sum</u>		\$		per thousand dollars

Submitted by:

Print Name of Authorized Agent of Company	
Signature of Authorized Agent of Company	
Date	

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:		
2.	Number of personnel employed:	Part Time	Full Time

3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership
		limited partnership
		limited liability corporation
		limited liability partnership,
		corporation doing business under a trade name
		individual doing business under a trade name
		other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	<u>Out-of-State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
7. Provide CT eLICENSE (https://www.elicense.ct.gov) and Business Registration (https://business.ct.gov/?language=en_US)			
8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name			
Address			
City		State	
Name of Agent			

CITY OF NORWALK PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the **latest version of Internal Revenue Service (IRS) W-9 Form** with your submission. Here is the URL to the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name:	Tel:
Agency Address:	Email:

CITY OF NORWALK PURCHASING DEPARTMENT

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☐

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☐ NO ☐

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?**

1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES ☐ NO ☐

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES ☐ NO ☐

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES ☐ NO ☐

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

14. Information Security

- a. Does your organization have written information security policies and procedures (WISP)?

YES ☐ NO ☐

- b. How often are the information security policies and procedures reviewed and updated?

- c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

- d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

- e. How often are the privacy policies and procedures updated?

- f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

- g. What methods of encryption are utilized for data at rest and in transit?

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☐ NO ☐

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☐ NO ☐

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☐ NO ☐

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☐ NO ☐

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☐ NO ☐

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☐ NO ☐

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☐ NO ☐

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☐ NO ☐

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☐ NO ☐

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☐ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☐ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☐ NO ☐

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☐ NO ☐

- b. Does your organization have documented enterprise risk management policies and procedures?

YES ☐ NO ☐

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

- d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☐ NO ☐

- e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ☐

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ☐

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

c. Does your organization conduct business continuity tests once per year?

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

f. Does your organization conduct disaster recovery tests once per year?

YES ☐ NO ☐

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☐ NO ☐

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☐ NO ☐

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The City of Norwalk's Department of Recreation and Parks is looking for a contractor to renovate the front portion of Meadow Street Park, in Norwalk CT. The project will include existing demolition of fencing, pavement, select tree removal, and removal of concrete tables and playground equipment. The site will be renovated with new plantings, seating surfaces, guardrail, water and electrical service and pavement.

2.2 Fund Source

This project is partly funded by the State of Connecticut. See Section 6 for additional information related to CHRO and DECD requirements.

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. There is \$288,544.00 in state-funding for this project. State law requires project-specific goals be set for this project based on the project's needs and available Small Business Enterprises ("SBEs") and Minority Business Enterprises ("MBEs"). The SBE goal for this project is \$23,726. The MBE goal for this project is 7,263. The selected contractor must demonstrate good faith effort to meet the spending allocation goals.

2.3 Scope of Services

MEADOW STREET PARK

PERMIT DOCUMENTS CITY OF NORWALK



VICINITY MAP
1"=50'

DRAWING LIST			
NUMBER	TITLE	DATE	REVISED
—	COVER SHEET	07/08/2026	-
LD101	SITE REMOVAL, SOIL EROSION & SEDIMENT CONTROL & TREE PROTECTION PLAN	07/08/2026	-
LD501	SOIL REMOVAL, SEDIMENT CONTROL & TREE PROTECTION NOTES & DETAILS	07/08/2026	-
LS101	SITE PLAN	07/08/2026	-
LS501	SITE DETAILS (1 OF 2)	07/08/2026	-
LS502	SITE DETAILS (2 OF 2)	07/08/2026	-
LG101	GRADING & DRAINAGE PLAN	07/08/2026	-
LP101	PLANTING PLAN	07/08/2026	-
LP501	PLANTING NOTES & DETAILS	07/08/2026	-
LL101	SITE LIGHTING & UTILITY PLAN	07/08/2026	-
LL501	SITE LIGHTING & UTILITY NOTES & DETAILS	07/08/2026	-

OWNER

CITY OF NORWALK
125 EAST AVENUE
NORWALK, CT 06851

TELEPHONE: 203-854-3200 EXT.617

LANDSCAPE ARCHITECT &
CIVIL ENGINEER

LANGAN CT., INC.
555 LONG WHARF DRIVE
NEW HAVEN, CONNECTICUT 06511

TEL: 203-562-5771

CONTACT: KRISTEN MITCHELL, PLA

RELEASE DATES

DATE	ISSUED FOR
05/19/2026	60% PERMIT DOCUMENTS
07/08/2026	PERMIT DOCUMENTS

LANGAN

SOIL EROSION-SEDIMENT CONTROL NOTES

- PROPOSED DEVELOPMENT

 - CONSTRUCTION WILL INCLUDE EARTHWORK, CURBING, PAVING, UTILITY INSTALLATION, LANDSCAPING AND BUILDING CONSTRUCTION. ALL DEMOLITION DEBRIS AND SOIL REMOVAL RELATED TO CONSTRUCTION SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL LAWS GOVERNING SUCH ACTIVITIES.
 - THE DETAILED EROSION AND SEDIMENT CONTROL MEASURES ARE SHOWN WITHIN THIS PLANSET. THE PROPOSED MEASURES HAVE BEEN DESIGNED TO PREVENT THE MIGRATION OF SOIL SEDIMENT FROM THE SITE.

SOIL EROSION AND SEDIMENT CONTROL NOTES

 - THE SOIL AND SEDIMENT CONTROL PRACTICES MUST BE INSTALLED IN ACCORDANCE WITH THE LOCAL GOVERNING AUTHORITY'S REQUIREMENTS FOR EROSION AND SEDIMENT CONTROL. THE 2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL SHALL BE USED.
 - EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSTALLED PRIOR TO START OF DEMOLITION AND CONSTRUCTION AND REMOVED AS DEMOLITION AND CONSTRUCTION ACTIVITIES COMPLETION. THE CONTRACTOR SHALL INSPECT, REPAIR AND REMOVE ALL SEDIMENT AND EROSION CONTROL DEVICES, AS INDICATED HEREIN.
 - DISPOSAL OF COLLECTED SEDIMENT SHALL BE MADE TO AREA DESIGNATED BY THE OWNER'S SOIL ENGINEER.
 - FILTER FABRIC/SILT FENCE WILL BE INSTALLED ALONG THE TOE OF ALL CRITICAL CUT AND FILL SLOPES.
 - ALL TOPSOIL NOT TO BE USED FOR FINAL GRADING/LANDSCAPED AREAS SHALL BE REMOVED FROM THE SITE IMMEDIATELY, IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL LAW. ALL TOPSOIL TO BE USED IN LANDSCAPED AREAS SHALL BE STORED/STOCKPILED IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL LAW STANDARDS.
 - ALL AREAS WITHIN 500 FEET OF AN UNINHABITED DWELLING SHALL BE WETTED AS NECESSARY TO PROVIDE DUST CONTROL. DAYS OF DISTURBANCE SHALL BE STABILIZED AS FOLLOWS:
 - GROUND Limestone AT A RATE OF 135 LBS. PER 1,000 SF.
 - FERTILIZER AT A RATE OF 14 LBS. PER 1,000 SF USING A 10-20-10 ANALYSIS OR AN EQUIVALENT.
 - SEEDING WITH A RATE OF 15 LBS. PER 1,000 SF USING A 10-20-10 ANALYSIS OR AN EQUIVALENT.
 - MULCH ALL NEWLY SEEDD AREAS WITHIN 80 LBS. OF SALT HAY OR SMALL GRASS STRAW PER 1,000 SF.
 - BETWEEN OCTOBER 15 AND MARCH 15, WHEN DISTURBED AREAS ARE SCHEDULED FOR IMMEDIATE LANDSCAPING, THEY MAY BE MULCHED AND SEEDD PER ITEM D ABOVE.
 - PAVEMENT BASE COURSE MUST BE PLACED IN ALL NEW ROADWAY AREAS UPON COMPLETION OF FINE GRADING.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL PAVED ROADWAYS, ON AND OFF-SITE, WHICH MUST BE KEPT FREE OF SITE GENERATED SEDIMENT AT ALL TIMES. DUST SHALL BE CONTROLLED BY SPRINKLING OR OTHER APPROVED METHOD.
 - SILT FENCES AND BARRIERS MUST BE CLEANED OR REPLACED PERIODICALLY TO REMOVE BUILT-UP SILT.
 - ALL EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSPECTED ON A DAILY BASIS AND CLEANED IMMEDIATELY AFTER EACH STORM.
 - ALL EXPOSED SURFACES WILL BE TREATED WITH TOPSOIL PER THE LANDSCAPE PLANS PRIOR TO FINAL STABILIZATION.
 - PERMANENT VEGETATION IS TO BE SEEDD OR SOODED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING. MULCH AS NECESSARY FOR SEED PROTECTION AND ESTABLISHMENT. LIME AND FERTILIZE PRIOR TO PERMANENT SEEDING.
 - SOIL EROSION AND SEDIMENT CONTROL SHALL INCLUDE, BUT NOT BE LIMITED TO, OMISSIONS, ERRORS, OR FIELD OPERATIONS IMMEDIATELY AND IN ACCORDANCE WITH THE ABOVE MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE TO CORRECT ANY OMISSIONS, ERRORS, OR FIELD OPERATIONS IMMEDIATELY AND IN ACCORDANCE WITH THE GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL.
 - ANY CONVEYANCE OF THIS PROJECT PRIOR TO ITS COMPLETION WILL TRANSFER FULL RESPONSIBILITY FOR COMPLIANCE WITH THE CERTIFIED PLAN TO ANY SUBSEQUENT OWNERS.
 - PERMANENT
- MATERIALS SPECIFICATION: LAWN AREAS.

 - ANY SOIL HAVING A PH OF 4 OR LESS CONTAINING IRON SULFIDES SHALL BE COVERED WITH A MINIMUM OF TWELVE INCHES OF SOIL HAVING A PH OF FIVE OR MORE PRIOR TO SEED BED PREPARATION.
 - THREE TONS PER ACRE GROUND LIMESTONE INCORPORATED FOUR INCHES INTO SOIL.
 - FERTILIZER
 - 500 LBS. PER ACRE 10-20-10 INCORPORATED FOUR INCHES INTO SOIL.
 - DATES 4/15-6/15 AND 9/15-10/15. 30 LBS OF KENTUCKY 31 TALL FESCUE, 30 LBS OF SPREADING FESCUE, 30 LBS OF KENTUCKY BLUEGRASS PER ACRE.
 - 15 LBS OF SPREADING FESCUE, 15 LBS OF CHEWINGS RED FESCUE, 30 LBS KENTUCKY BLUEGRASS, AND 10 LBS OF PERENNIAL RYE GRASS PER ACRE. MULCH SHOULD BE APPLIED AFTER SEEDING FOR ADDED PROTECTION.

MULCHING SHALL BE DONE AT THE RATE OF SEVENTY TO NINETY POUNDS (70-90 LBS) PER 1,000 SQUARE FEET OF AREA TO BE MULCHED.

 - LIQUID MULCH BINDERS MUST BE USED TO ANCHOR SALT HAY OR STRAY MULCHES.
 - APPLICATIONS SHOULD BE HEAVIER AT EDGES WHERE WIND CATCHES THE MULCH IN VALLEYS AND AT CREATED BANKS. REMAINDER OF AREA SHOULD BE UNIFORM IN APPEARANCE.
 - SEEDING SHALL BE DONE AT THE FOLLOWING RATES:
 - SET, TERRA TACH, HYDRO MULCH AND AEROSPRAY MAY BE USED AT RATES RECOMMENDED BY THE MANUFACTURER OF ANCHOR MULCH MATERIALS. BINDERS CONTAINING PETROLEUM PRODUCTS SHALL NOT BE USED.

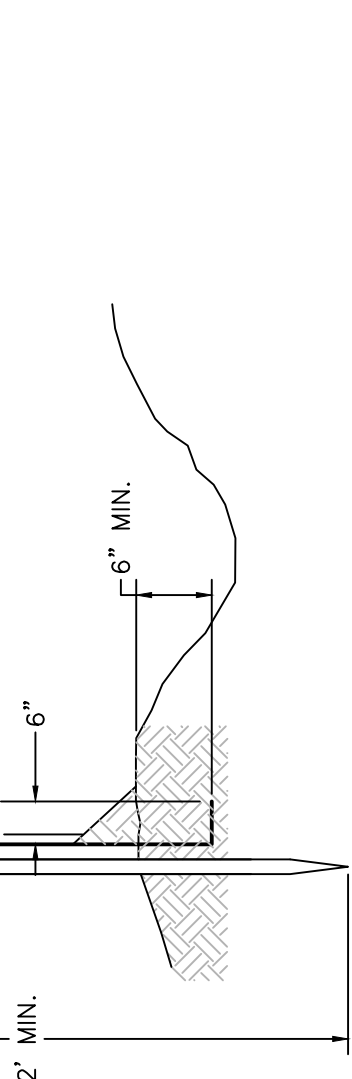
NOTE: ALL NAMES GIVEN ABOVE ARE REGISTERED TRADE NAMES. THIS DOES NOT CONSTITUTE A RECOMMENDATION OF THESE PRODUCTS OR OTHER PRODUCTS OF THE SAME NAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF THE PRODUCTS TO BE USED.

 - ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE AND FREE FROM CONTAMINANTS.
 - CONSTRUCTION AREAS SHALL BE PERIODICALLY SPRAYED WITH WATER UNTIL THE SURFACE IS WET TO CONTROL THE DUST.
 - ALL REVISIONS AFTER APPROVAL HAS BEEN GRANTED SHALL BE FORWARDED TO THE APPROPRIATE DISTRICT FOR REVIEW.
 - THE LOCAL GOVERNING AUTHORITY SHALL RECEIVE WRITTEN NOTIFICATION SEVENTY TWO HOURS BEFORE THE START OF ANY CONSTRUCTION.
 - SEEDD PREPARATION:
 - TOPSOIL SHOULD BE A MINIMUM OF SIX INCHES DEEP (COMPACTED) BEFORE SEEDING.
 - IF TOPSOIL IS NOT AVAILABLE, THE CONTRACTOR SHALL USE A SUBSTITUTE MATERIAL.
 - IF 300 POUNDS PER ACRE OR SEVEN POUNDS PER 4,000 SQUARE FEET USING 10-20-10 OR EQUIVALENT, IN ADDITION, 300 POUNDS 38-0-0 PER ACRE OF SLOW RELEASE NITROGEN MAY BE USED IN LEU OF TOP DRESSING.
 - SPRINGTOW HARROW OR OTHER SUITABLE EQUIPMENT, THE FINAL HARROWING OR DISING OPERATION SHOULD BE ON THE GENERAL CONTOUR. CONTINUE ALL CLAY OR SILTY SOIL AND COARSE SANDS SHOULD BE ROLLED TO BE ON THE SURFACE.
 - REMOVE FROM THE SURFACE ALL STONES ONE INCH OR LARGER IN ANY DIMENSION. REMOVE ALL OTHER DEBRIS, SUCH AS WIRE, CABLE, TREE ROOTS, PIECES OF CONCRETE, CLOS, LUMPS, OR OTHER UNSUITABLE MATERIAL.
 - INSPECT SEED BED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT SOIL COMPACT, THE AREA MUST BE RETILLED AND TRIMED AS ABOVE.

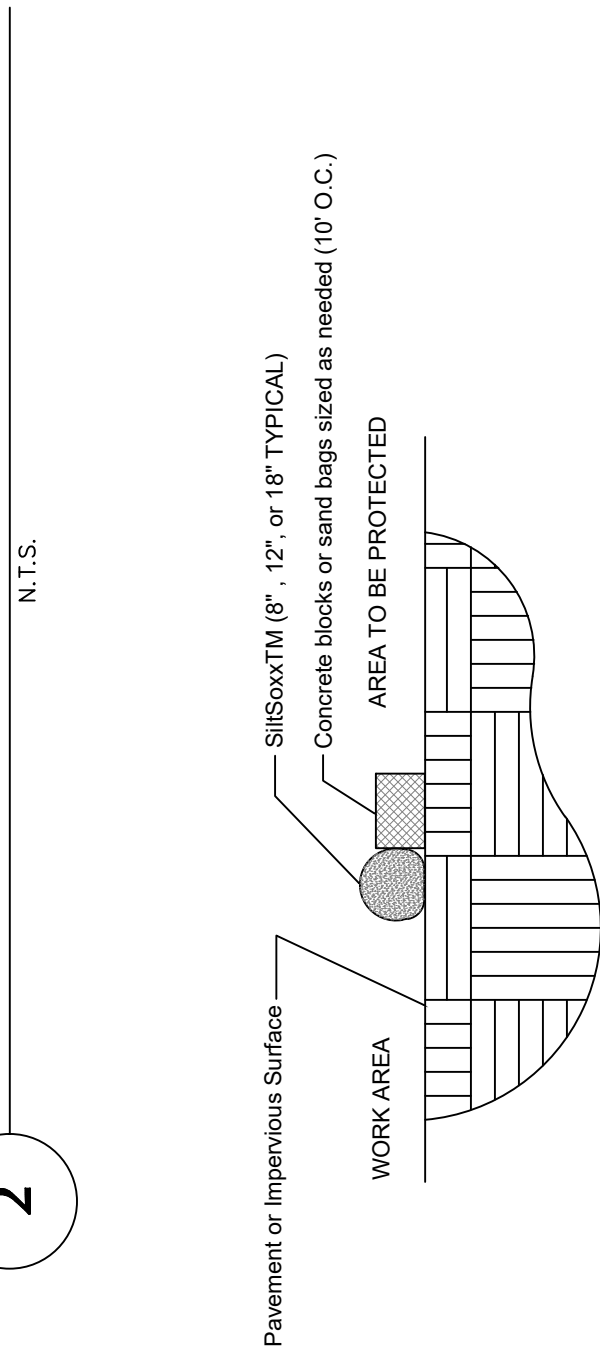
CONTINGENCY SOIL EROSION AND SEDIMENT CONTROL NARRATIVE

 - THE GENERAL CONTRACTOR WILL DESIGNATE PERSONNEL FOR 24 HOUR EMERGENCY RESPONSE IN THE EVENT OF SEVERE WEATHER AND INCREASED POTENTIAL FOR SEVERE EROSION. CONTRACTOR TO PROVIDE NAME AND PHONE NUMBER OF INDIVIDUAL TO THE PLANNING AND ZONING COMMISSION PRIOR TO THE START OF CONSTRUCTION.
 - THE GENERAL CONTRACTOR IS REQUIRED TO MAINTAIN ON SITE OR HAVE THE ABILITY TO RETRIEVE WITHIN 12 HOURS THE FOLLOWING MATERIALS IN THE EVENT THAT THERE ARE DEFICIENCIES IN THE SESC MEASURES:
 - 25% OF THE INSTALLED LENGTH OF SILT FENCE
 - EQUIVALENT TONNAGE OF STONE FOR STABILIZATION OF 1 STABILIZATION ENTRANCE. STONE COULD BE USED FOR SLOPE REPAIRS, ENERGY DISSIPATER ENHANCEMENTS, ETC.
 - HEAVY EQUIPMENT CAPABLE OF TRENCHING/EXCAVATING LARGE AREAS TO DIVERT AND CONTROL RUNOFF IN A CONTROLLED MANNER.
 - HAVE DESIGNATED A HYDRO-SEED CONTRACTOR CAPABLE OF RESPONDING TO THE SITE WITHIN 12 HOURS

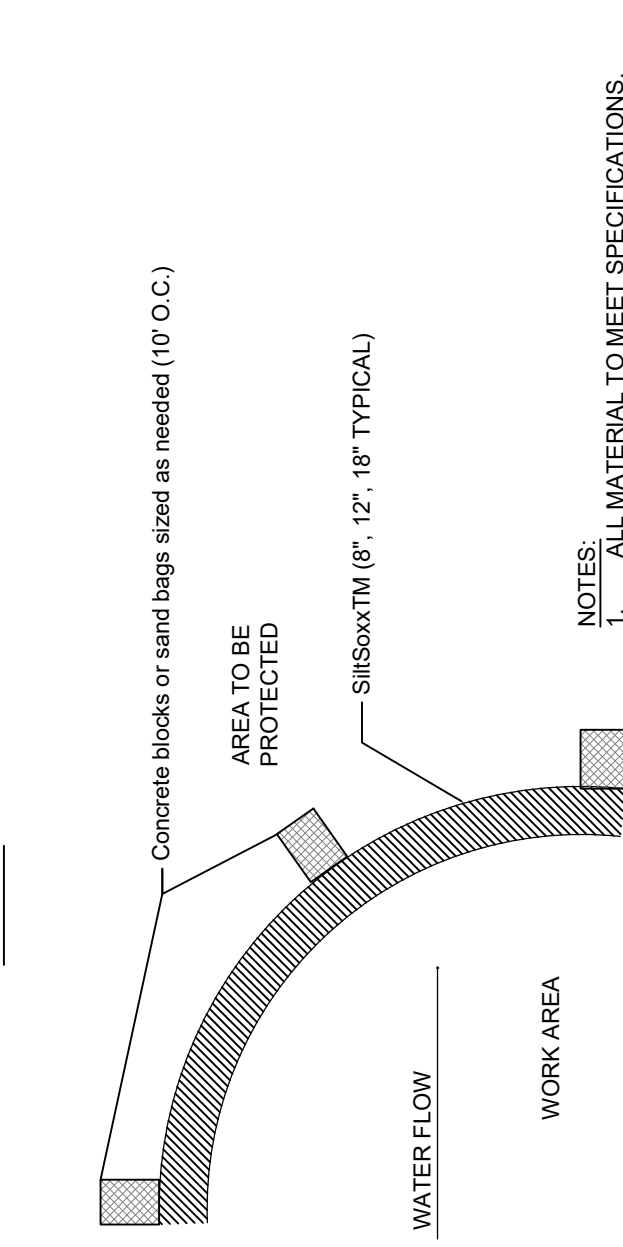
- INSTALLATION NOTES:
- EXCAVATE AND SECURE BOTTOM 6" OF SILT FENCE BELOW EXISTING SURFACE.
 - GROUND AT BACK SIDE OF TRENCH SPACED A MAXIMUM OF 6" MIN.
 - SECURE FILTER FABRIC WITH DRAWSTRING TO POST WITH METAL FASTENERS AND REINFORCEMENT BETWEEN FASTENER AND FABRIC.
 - WIRED BACK SILT FENCE



SILT FENCE



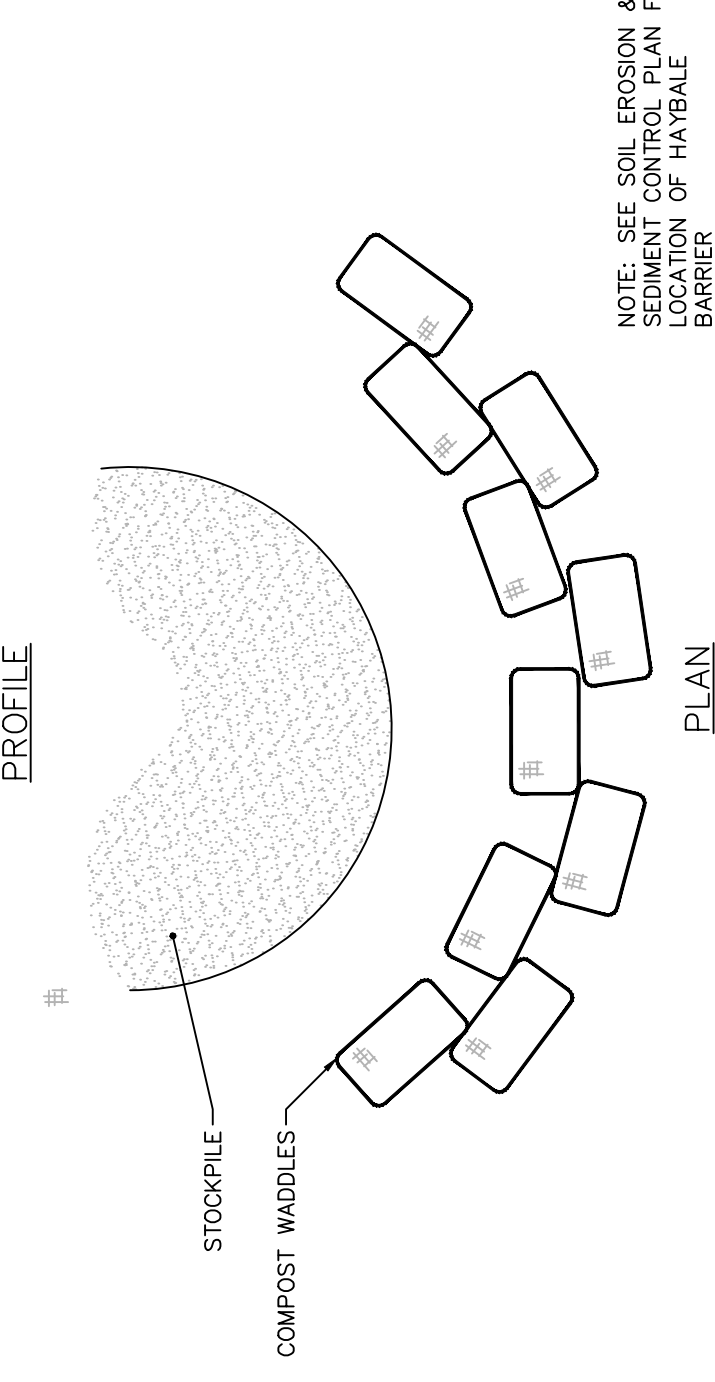
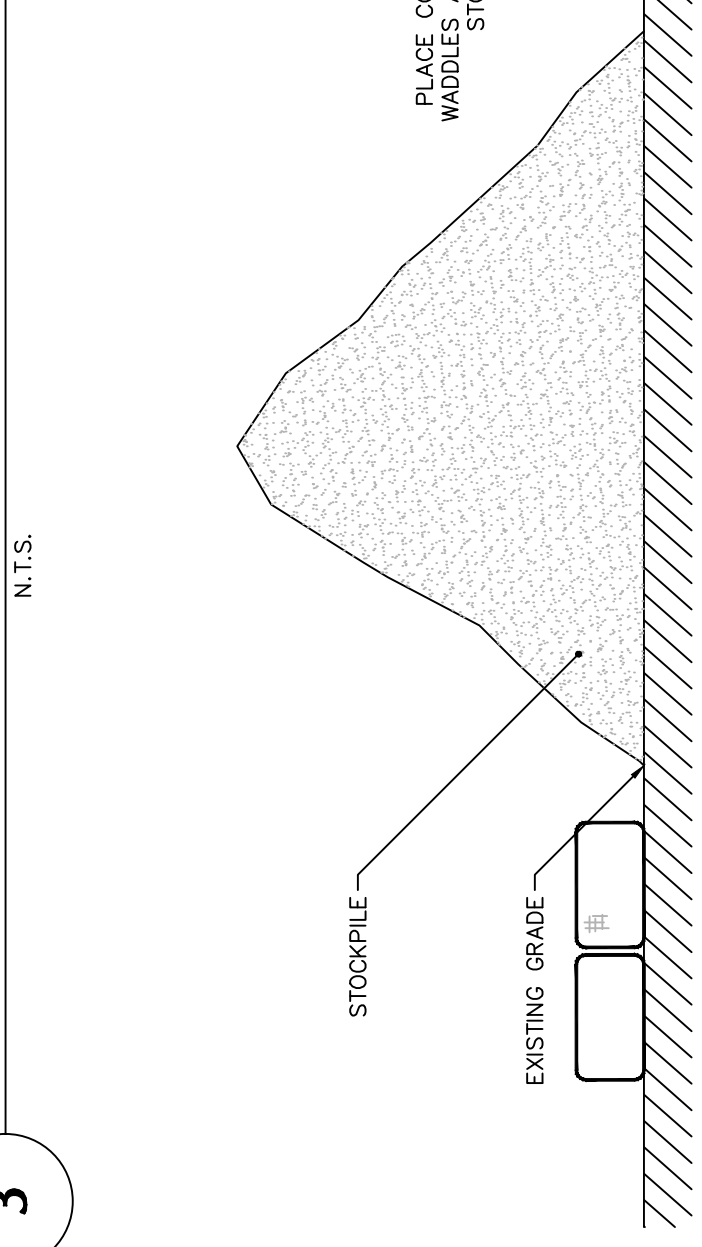
SECTION



- NOTES:
- ALL MATERIAL TO MEET SPECIFICATIONS.
 - FILTER MEDIA TO MEET APPLICATION REQUIREMENTS.
 - FILTER MEDIA TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

SiltSoxx™ for Sediment Control on Pavement

SILT SOCK



NOTE: SEE SOIL EROSION & SEDIMENT CONTROL PLAN FOR LOCATION OF HAYBALE BARRIER

TEMPORARY STOCKPILE

N.T.S.

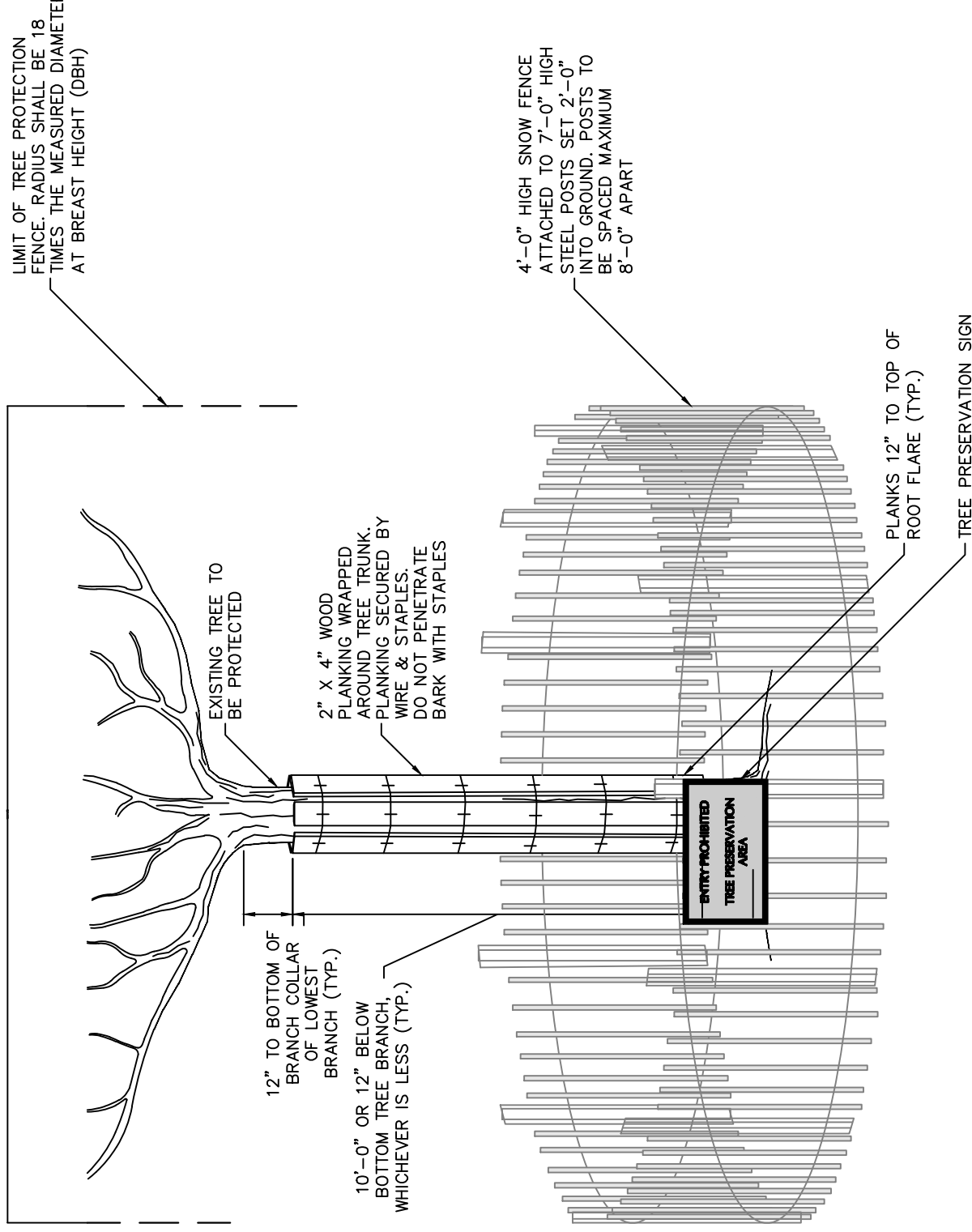
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N.T.S.

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PRIOR TO COMMENCEMENT OF PROPOSED CONSTRUCTION ACTIVITIES, ALL REQUIRED TREE REMOVAL PERMITS SHALL BE OBTAINED FROM THE CITY TREE WARDEN IN ACCORDANCE WITH APPLICABLE REGULATIONS.

TREE PROTECTION FENCE



- NOTES:
- PRIOR TO ANY WORK BEING PERFORMED WITHIN CRITICAL ROOT ZONE OF TREES, CONTRACTOR TO CONTACT CITY TREE WARDEN AND CONDUCT FIELD SURVEY TO IDENTIFY ALL TREES WITHIN THE CRITICAL ROOT ZONE.
 - ALL EXISTING TREES WITHIN THE LIMITS OF TREE PROTECTION FENCING SHALL BE PROTECTED THROUGHOUT THE DURATION OF WORK. THE LIMIT OF TREE PROTECTION FENCE RADIUS SHALL BE 18 INCHES MEASURED FROM THE TRUNK OF THE TREE. THE FENCE SHALL BE 10'-0" OR 12'-0" BELOW THE BOTTOM TREE BRANCH, WHICHEVER IS LESS (TYP.)
 - TREE PROTECTION PLANKING SHALL BE INSTALLED ON ALL EXISTING TREES WHERE WORK IS TO BE DONE WITHIN THE LIMIT OF TREE PROTECTION FENCING. REFER TO THE TREE PROTECTION FENCING DETAILS FOR FURTHER INFORMATION.
 - IF TREE PROTECTION FENCING NEEDS TO BE MOVED OR BREACHED DUE TO TEMPORARY CONSTRUCTION ACTIVITY WITHIN THE TREE PROTECTION ZONE, THE CONTRACTOR SHALL MAINTAIN THE FENCE IMMEDIATELY AFTER CONSTRUCTION WITHIN THE TREE PROTECTION ZONE IS COMPLETE.
 - TREE PROTECTION FENCING SHALL BE MAINTAINED TO PROTECT TREES AT ALL TIMES. ANY DAMAGED FENCING SHALL BE IMMEDIATELY REPLACED WHEN DAMAGED.
 - DEMOLITION WORK WITHIN THE TREE PROTECTION FENCE OF PROTECTED TREES SHALL BE PERFORMED BY NON-MECHANICAL METHODS. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE TRUNKS AND ROOTS OF TREES WITH CLEAN SHARP TOOLS. TREE ROOTS SHALL BE COVERED WITH 2 INCHES OF SHREDED LARDWOOD MULCH AND THOROUGHLY IRRIGATED ON A DAILY BASIS AS DIRECTED BY THE PROJECT LANDSCAPE ARCHITECT.
 - ALL WORK TO BE PERFORMED UNDER THE DIRECT SUPERVISION OF THE PROJECT ARBORIST.

LIMIT OF TREE PROTECTION FENCE RADIUS SHALL BE 18 TIMES THE MEASURED DIAMETER AT BREAST HEIGHT (DBH)

4'-0" HIGH SNOW FENCE SHALL BE SET 12" FROM THE GROUND. POSTS SHALL BE 10'-0" APART. POSTS SHALL BE 2'-0" HIGH AND 4" IN DIAMETER. POSTS SHALL BE SET 12" FROM THE GROUND. POSTS SHALL BE 10'-0" APART.

PLANKS 12" TO TOP OF ROOT FLARE (TYP.)

TREE PRESERVATION SIGN

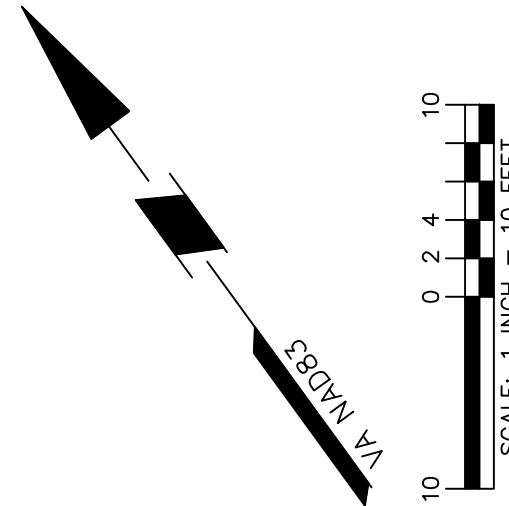
GENERAL NOTES

1. BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A SURVEY AND MAP PREPARED BY AI ENGINEERS, INC., BASED ON FIELD SURVEY PERFORMED IN AUGUST 2025.
2. PORTIONS OF THE SITE ARE LOCATED IN ZONE AE, AN AREA WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED PER FEA FIRM MAP 09001C0533G, EFFECTIVE DATE 7/18/2013. BASE FLOOD ELEVATION RANGE 11 TO 12 (NAVD 88).

SITE FURNISHING SCHEDULE

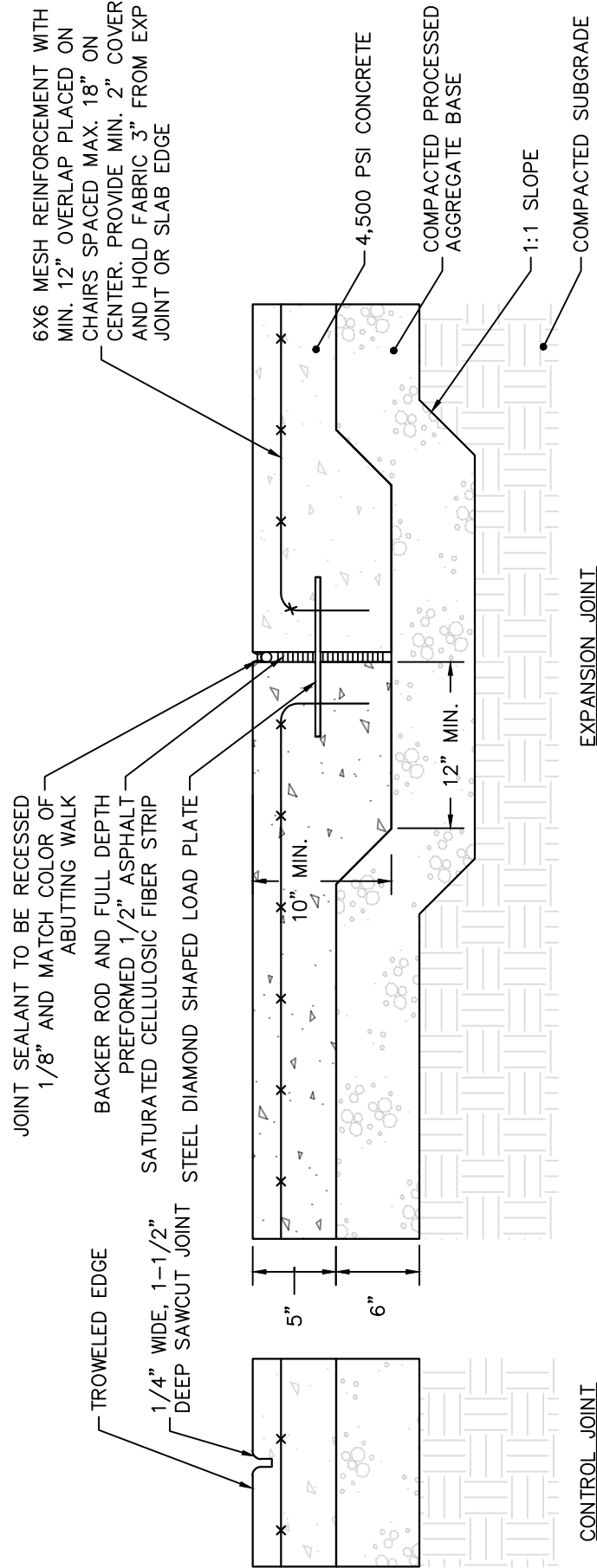
KEY	LENGTH	RADIUS	ADDITIONAL NOTES
A	29"	108"	MIDDLE & TOP (2) SEGMENTS BACKED; OUTER (2) SEGMENTS BACKLESS
B	11"	240"	BENCH: TOP (1) SEGMENT BACKED; BOTTOM (1) SEGMENT BACKLESS
C	11"	132"	BENCH: TOP (1) SEGMENT BACKED; BOTTOM (1) SEGMENT BACKLESS
D	15'	264"	BENCH MIDDLE (1) SEGMENT BACKED; RIGHT & LEFT SIDES SEGMENTS BACKLESS
E	4'	84"	CURVED TABLE
F	4'	84"	CURVED TABLE
G	—	—	ACCESSIBLE TABLE TOP SEATING
H	—	24"	ROUND SEAT
I	—	12"	ROUND SEAT

NOTE: ALL LENGTH AND RADII BASED ON OUTSIDE EDGE OF BENCH



MEADOW STREET

Date	Description	No.
Revisions		
		
SIGNATURE	DATE SIGNED	
<i>Kristin Mitchell</i>		
KRISTEN MITCHELL, RLA		
LANDSCAPE ARCHITECT NY Lic. No. 2887		
LANGAN Langan CT, Inc. 555 Long Wharf Drive, 8th Floor New Haven, CT 06511 T: 203.562.5771 F: 203.788.6142 www.langan.com		
Project		
MEADOW STREET PARK		
REDESIGN		
NORWALK		
FAIRFIELD COUNTY CONNECTICUT		
Drawing Title		
SITE PLAN		
Drawing No.		
Project No.	140340501	
Date	07/08/2016	
Drawn By	SJ	
Checked By	KM	
Sheet 3 of 13		



- NOTES:
1. ALL CONTROL JOINTS TO BE SAWCUT, REFER TO ENLARGEMENT
 2. SIDEWALKS TO COMPLY WITH CITY STANDARDS WHERE APPLICABLE.
 3. EXPANSION JOINTS TO BE SPECIFICALLY DETAILED PER LAYOUT AND DIMENSIONING PLANS. IF NOT SPECIFICALLY DETAILED MAXIMUM SPACING OF JOINTS SHALL BE AS FOLLOWS:
EXPANSION = 20 FT.
 4. CONTROL JOINTS SHALL BE SPACED EQUAL TO THE WIDTH. CARE SHALL BE TAKEN TO ASSURE UNIFORM GRADE, FREE OF SAGS AND SHORT GRADE CHANGES.
 5. SURFACE TEXTURE SHALL BE A LIGHT BROOMING, TRANSVERSE TO THE LENGTH OF THE WALK.
 6. EXPANSION JOINTS SHALL BE INSTALLED AT ALL CURBS AND STRUCTURES, SIDEWALKS AT BUILDING ENTRANCES ARE TO BE INSTALLED AT 10' MAXIMUM.
 7. EXPANSION JOINTS SHALL BE INSTALLED AT ALL CURBS AND STRUCTURES, SIDEWALKS AT BUILDING ENTRANCES ARE TO BE PINNED TO FOUNDATION, COORDINATE WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS.

ON-SITE CONCRETE SIDEWALK

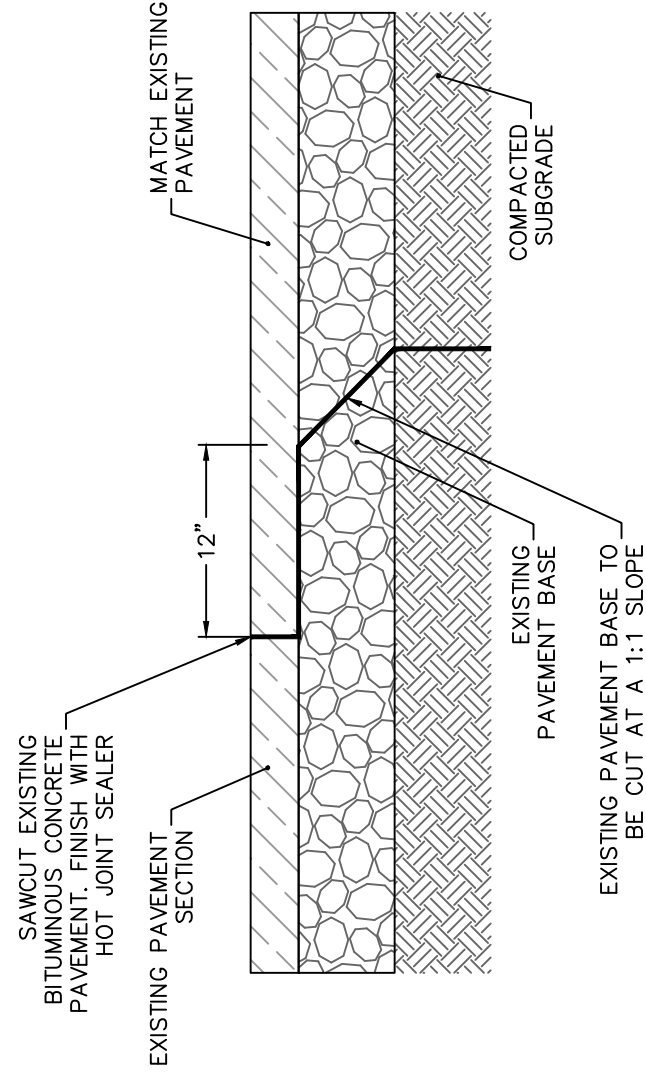
N.T.S.

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ON-SITE SAW CUT PAVEMENT SECTION

N.T.S.

2

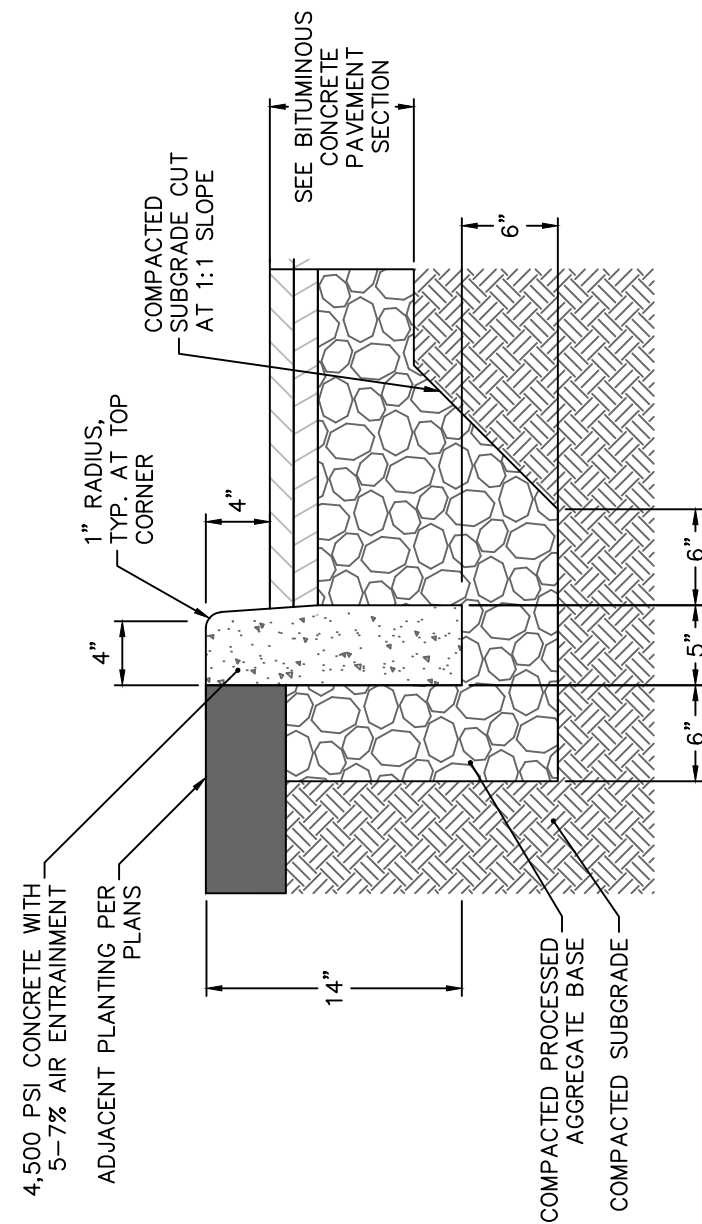


- NOTES:
1. CONTRACTOR TO INSTALL TACK COAT ON ALL BUTT EDGES OF EXISTING PAVEMENT

ON-SITE CONCRETE CURB

N.T.S.

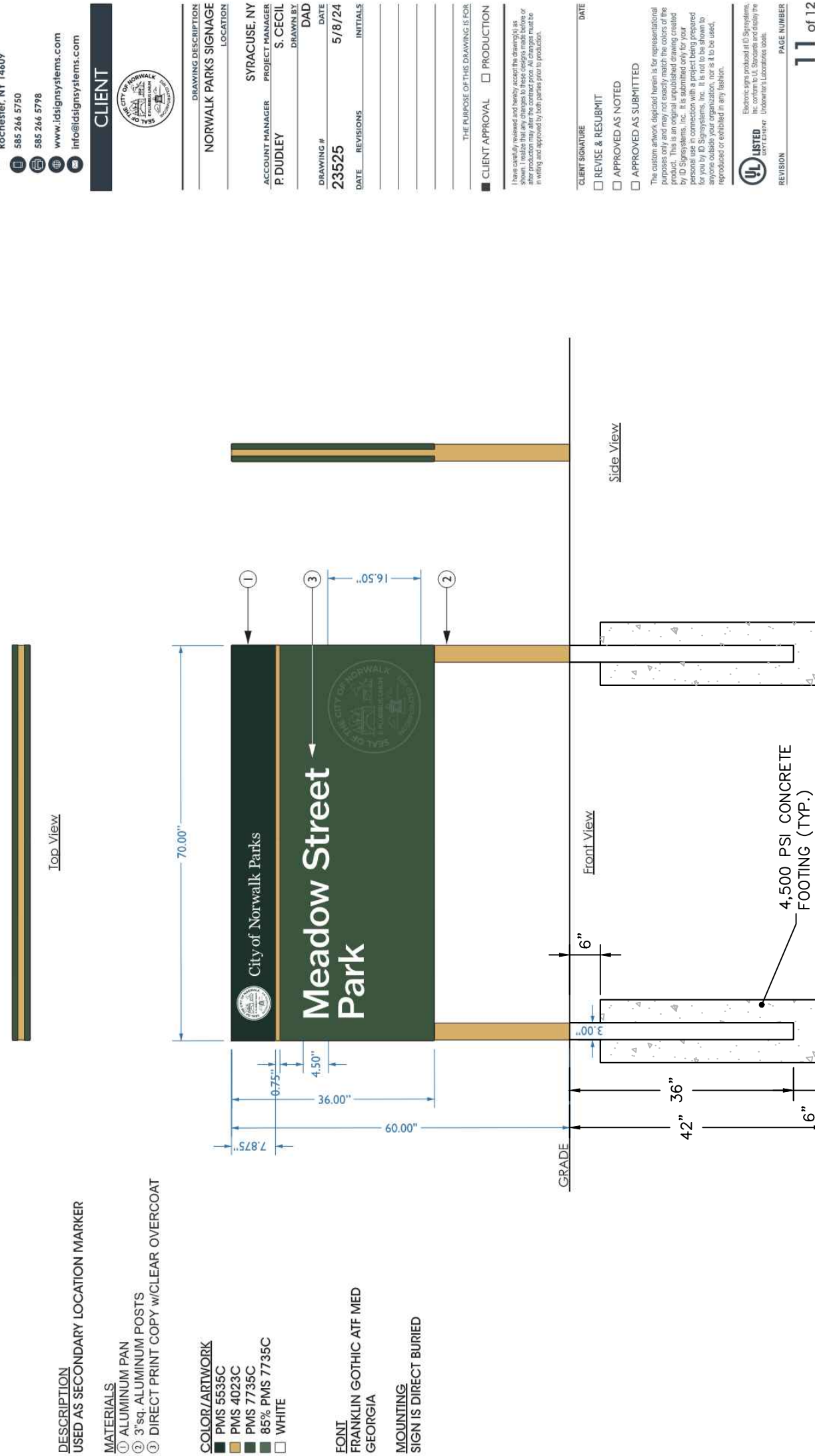
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- NOTES:
1. TRANSVERSE JOINTS 1/2\"/>

GM-MEDIUM GATEWAY

Scale: 1:16



- NOTES:
1. TO COMPLY WITH CITY OF NORWALK STANDARDS.
 2. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO INSTALLATION.

GATEWAY SIGN

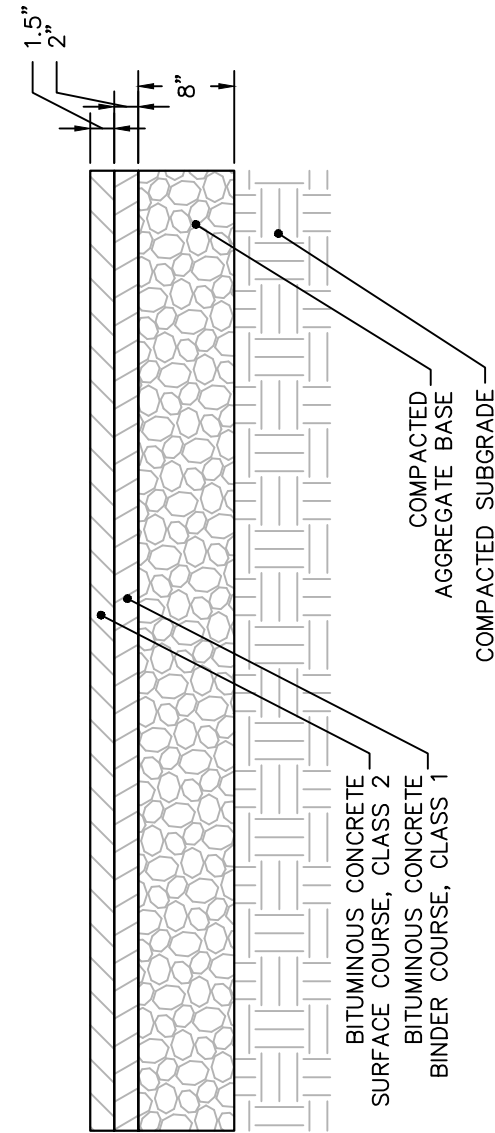
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5

BITUMINOUS CONCRETE PAVEMENT SECTION - STANDARD DUTY

N.T.S.

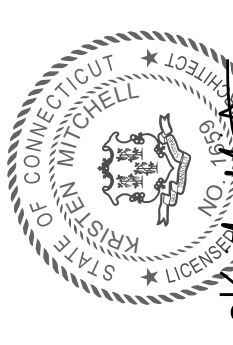
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- NOTES:
1. PROVIDE BITUMINOUS CONCRETE PAVEMENT AS INDICATED ON THE SITE PLAN.
 2. BITUMINOUS CONCRETE SHALL CONFORM TO CT D.O.T. SPECIFICATIONS, FORM 816
 3. SECTION 3.04, LATEST REVISION

Date	Description	No.
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Revisions		
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SIGNATURE

DATE SIGNED

KRISTEN MITCHELL, R.L.A.

LANDSCAPE ARCHITECT NY Lic. No. 2887

LANGAN

LANGAN CT, Inc.
565 Long Wharf Drive, 9th Floor
New Haven, CT 06511
T: 203.562.5771 F: 203.786.6142 www.langan.com

Project

MEADOW STREET PARK REDESIGN

FAIRFIELD COUNTY

NORWALK

CONNECTICUT

SITE DETAILS

(1 OF 2)

Project No.

140340501

Date

07/08/2026

Drawn By

SJ

Checked By

KM

Drawing No.

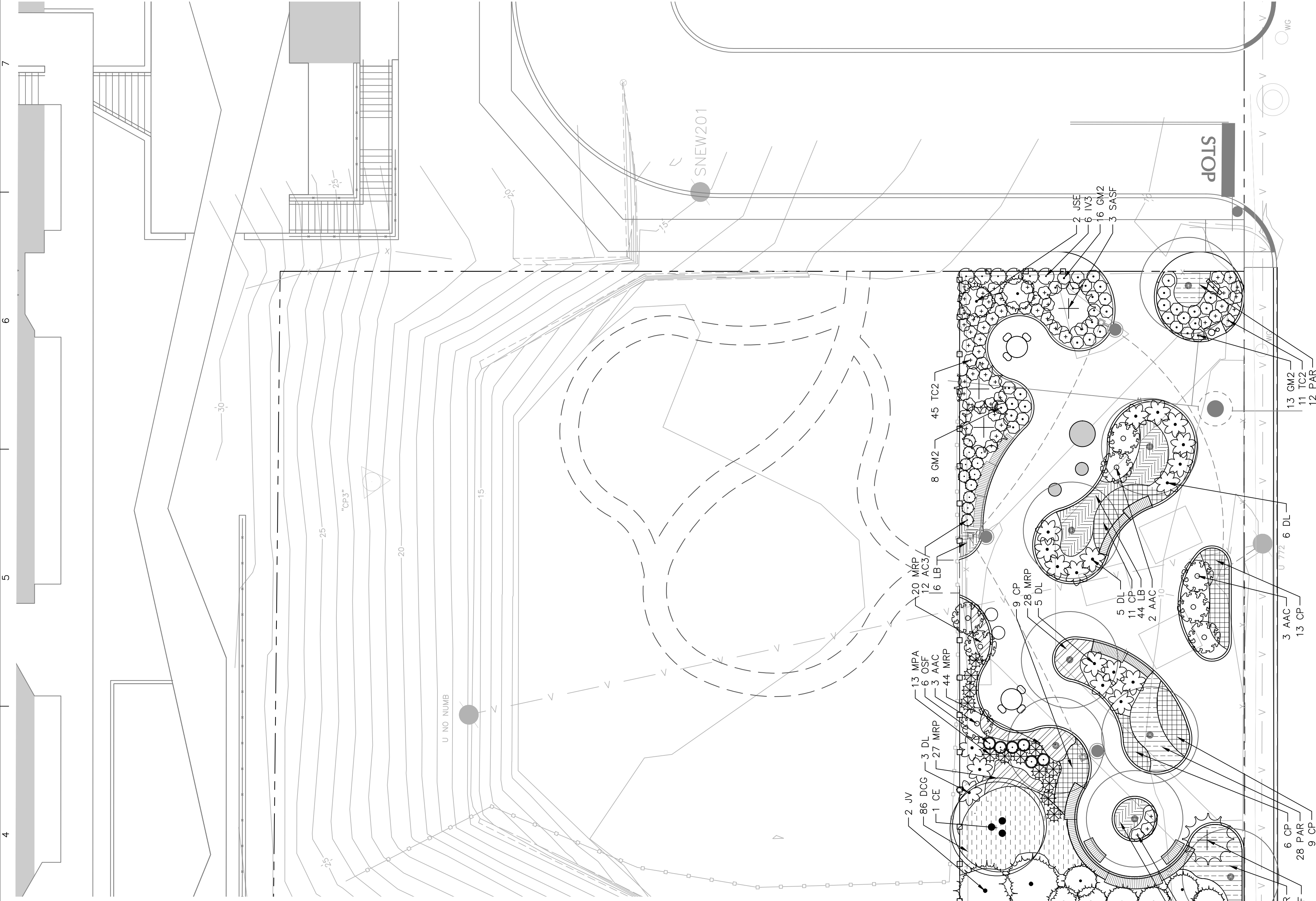
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Sheet

4 of 13

PLANT SCHEDULE

SYMBOL	KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
DECIDUOUS TREES					
	GT	8	EXISTING HONEY LOCUST TO BE PROTECTED	---	
	CE	1	CERIS CANADENSIS / EASTERN REDBUD	8-10' HT.	B&B
EVERGREEN TREES					
	JV	2	JUNIPERUS VIRGINIANA / EASTERN RED CEDAR	15 GAL.	CONTAINER
	JSE	9	JUNIPERUS VIRGINIANA 'EMERALD SENTINEL' / EMERALD SENTINEL EASTERN RED CEDAR	7-8' HT.	B&B
SHRUBS					
	AAC	8	ARONIA ARBUTIFOLIA / RED CHOKEBERRY	5 GAL.	CONTAINER
	DL	19	DIERVILLA LONICERA / BUSH HONEYSUCKLE	3 GAL.	CONTAINER
	GM2	37	GERANIUM MACULATUM / SPOTTED GERANIUM	1 GAL.	CONTAINER
	SASF	4	SASSAFRAS ALBIDUM / SASSAFRAS	3'-4' HT.	CONTAINER
	TC2	59	TIARELLA CORDIFOLIA / FOAMFLOWER	2 GAL.	CONTAINER
PERENNIALS					
	AC3	12	AQUILEGIA CANADENSIS / EASTERN COLUMBINE	2 GAL.	CONTAINER
	IV3	6	IRIS VERSICOLOR / BLUE FLAG	2 GAL.	CONTAINER
	MPA	13	MATTEUCCIA PENNSYLVANICA / OSTRICH FERN	1 GAL.	CONTAINER
	OSF	6	ONOCLEA SENSIBILIS / SENSITIVE FERN	2 GAL.	CONTAINER
SYMBOL	KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
ORNAMENTAL GRASSES					
	DCG	86	DESCHAMPSIA CESPITOSA 'GOLDTAU' / GOLD DEW TUFTED HAIR GRASS	1 GAL.	CONTAINER
GROUND COVER					
	CP	48	CAREX PENNSYLVANICA / PENNSYLVANIA SEDGE	1 GAL.	CONTAINER
	LB	60	LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF	1 GAL.	CONTAINER
	MRP	119	MITCHELLIA REPENS / PARTRIDGEBERRY	1 GAL.	CONTAINER
	PAR	76	PACKERA AUREA / GOLDEN RAGWORT	2 GAL.	CONTAINER

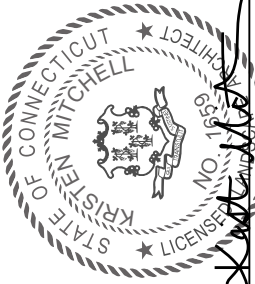


MEADOW STREET

PLANTING
PLAN

MEADOW STREET PARK
REDESIGN

LANGAN



SIGNATURE *Kristen Mitchell* DATE SIGNED
KRISTEN MITCHELL, RLA
LANDSCAPE ARCHITECT NY Lic. No. 2887

Langan CT, Inc.
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Project

FAIRFIELD COUNTY NORWALK CONNECTICUT
Drawing Title

Project No. 140340501

Date 07/08/2026

Drawn By SJ

Checked By KM

LP101

Sheet 7 of 13

8

7

6

5

4

3

2

1

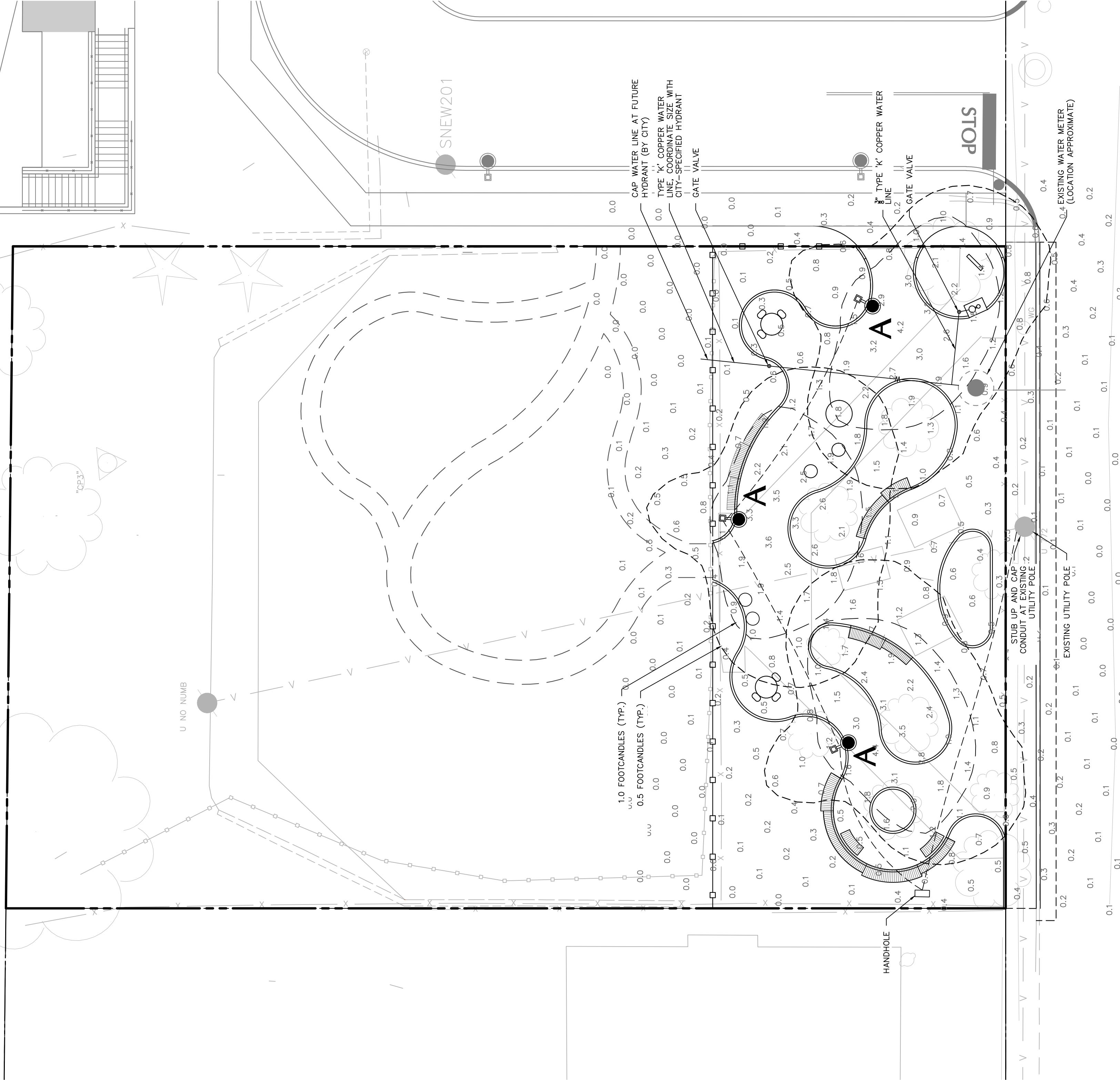
SITE LIGHTING SCHEDULE

SYMBOL	KEY	QTY.	FIXTURE MODEL	FIXTURE DESCRIPTION	FIXTURE MOUNTING HEIGHT	LAMP	COLOR TEMPERATURE	OPTICS	LUMENS	ULF	FIXTURE CATALOGUE NO.	POLE MANUFACTURER	POLE DESCRIPTION	POLE LENGTH	POLE CATALOGUE NO.	REMARKS
	A	3	LANDSCAPE FORMS	TUMBLER	POLE MOUNTED FIXTURE; COLOR: MATTE BLACK	11'-0"	28W LED	3000K	TYPE III	2,550	0.90	TM2443JTL-40-24-3000K-80CRI	LANDSCAPE FORMS	11'-0"	-	MOUNTED TO FLUSH CONCRETE BASE

STATISTICS				
DESCRIPTION				
AVG.	MAX.	MIN.	MAX/MIN.	AVG/MIN.
SITE				
1.54	4.46	0.36	14.6:1	5.1:1

NOTE: LIGHT PHOTOMETRY AND CALCULATIONS FOR ADJACENT STREET LIGHTING ARE NOT INCLUDED IN THE ABOVE STATISTICS.

NOTES:
1. REFER TO ELECTRICAL DRAWINGS FOR SITE LIGHTING VOLTAGES



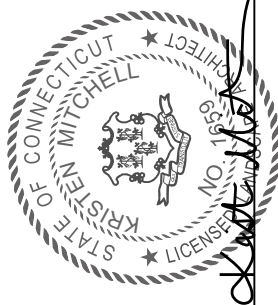
GENERAL SITE ELECTRICAL NOTES

- PRIOR TO ANY EXCAVATION, CALL 811 "CALL BEFORE YOU DIG" TO NOTIFY AFFECTED UTILITIES.
- CONTRACTOR SHALL VERIFY ALL EXISTING SERVICE LOCATIONS.
- THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITY COMPANY CHARGES.
- COORDINATE ALL SITE WORK WITH OWNER AND UTILITY COMPANIES.
- REFER TO DRAWINGS FOR SITE LIGHT FIXTURE SCHEDULE.
- THE LOCATION AND QUANTITY OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ENGINEER. DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR DUE TO THE LOCATION AND QUANTITY OF EXISTING UTILITIES. PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING NEW CONSTRUCTION.
- ANY EXISTING CONDUIT, WIRING, ETC. LOCATED IN AREAS THAT ARE DISTURBED BY CONSTRUCTION WORK, OR LOCATED WHERE THE NEW CONSTRUCTION IS BEING ADDED SHALL BE RE-REQUIRED AS REQUIRED TO ENSURE CONTINUITY OF EXISTING CIRCUITS.
- IF AREA IS BEING EXCAVATED, ABANDONED ELECTRICAL SHALL BE REMOVED. (REMOVE CONDUCTORS AND CONDUIT.) IF NO SITE WORK IS BEING DONE IN THESE AREAS, REMOVE CONDUCTORS AND ABANDON CONDUIT IN PLACE AND CAP.
- EXISTING UTILITIES SHALL REMAIN TO SERVE EXISTING STRUCTURES UNTIL THEY ARE VACATED. PROVIDE TEMPORARY SERVICES AS REQUIRED. COORDINATE WITH UTILITIES AND OWNER.
- INSTALL ALL DUCTBANKS ON UNDISTURBED EARTH, WHERE POSSIBLE. WHERE INSTALLED ON DISTURBED EARTH, PROVIDE COMPACTED GRAVEL FILL PER CITY REQUIREMENTS.
- ALL CONDUITS SHALL BE INSTALLED WITH NYLON PULL LINES AND FOOTAGE TAPE BETWEEN EACH STRUCTURE FOR FUTURE WORK.
- MAINTAIN MINIMUM 30" FROM FINISHED GRADE TO TOP OF ALL CONDUIT RUNS UNLESS OTHERWISE NOTED.
- MAINTAIN MINIMUM OF 60" HORIZONTAL SEPARATION BETWEEN WATER LINES AND EITHER COMMUNICATION, PRIMARY ELECTRIC DUCTBANKS OR SECONDARY FEEDERS.
- MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN STEAM LINES AND EITHER COMMUNICATION OR PRIMARY ELECTRIC DUCTBANKS AND SECONDARY FEEDERS. WHERE DUCTBANKS CROSS STEAM LINES, MAINTAIN A MINIMUM VERTICAL SEPARATION OF 3 FEET AND PROVIDE A MINIMUM OF 6 INCH THICK RIGID FOAM BLUEBOARD TYPE INSULATION EXTENDING AT LEAST 4 FEET IN BOTH DIRECTIONS OF CROSSING.
- PROVIDE TWO (2) 45° ELBOWS IN LIEU OF 90° SWEEPS FOR HORIZONTAL RUNS.
- CONDUIT PENETRATIONS INTO VAULTS OR MANHOLES SHALL NOT ENTER AT AN ANGLE. ALL CONDUIT PENETRATIONS SHALL BE PERPENDICULAR TO THE INSIDE WALL SURFACE UNLESS OTHERWISE SPECIFIED.
- WHERE PVC CONDUIT, WHETHER DIRECT BURIED OR IN DUCTBANK, TERMINATES WITHIN A BUILDING OR UTILITY STRUCTURE, THE CONDUIT SHALL TRANSITION TO RIGID METAL CONDUIT AT LEAST 10 FEET PRIOR TO ENTERING BUILDING OR UTILITY STRUCTURE.
- BOND ALL METALLIC EQUIPMENT IN MANHOLE TO THE MANHOLE GROUND RING. THIS INCLUDES, BUT IS NOT LIMITED TO: COVER FRAME ASSEMBLY, RIGID METAL CONDUITS, CABLE SHIELDS, AND GROUND CONDUCTORS. PULLING EYES SHALL BE USED IN MANHOLES/HANDHOLES.

NOTES

- SITE LIGHTING IS FOR REFERENCE ONLY. NOT IN CONTRACT. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EMPTY CONDUIT INFRASTRUCTURE, FOR FUTURE INSTALL BY OTHERS.
- CONTRACTOR TO COORDINATE WATER LINE REQUIREMENTS WITH S.N.E.W. PRIOR TO INSTALLATION.

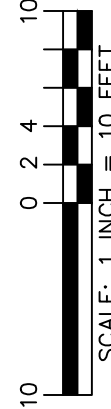
ELECTRICAL PERMIT(S) SHALL BE OBTAINED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES, APPLICATIONS, COORDINATION, INSPECTIONS, AND APPROVALS REQUIRED FOR ELECTRICAL WORK.

Date	Description	No.
Revisions		
		
SIGNATURE  DATE SIGNED KRISTEN MITCHELL, P.E. LANDSCAPE ARCHITECT NY Lic. No. 2887		
LANGAN Langan CT, Inc. 565 Long Wharf Drive, 9th Floor New Haven, CT 06511 T: 203.592.5771 F: 203.786.6142 www.langan.com		
Project MEADOW STREET PARK REDESIGN NORWALK FAIRFIELD COUNTY CONNECTICUT Drawing Title		
Project No. 140340501		
Date 07/09/2026		
Drawn By SJ		
Checked By KM		
Drawing No. LL101		
Sheet 9 of 13		

SITE LIGHTING
& UTILITIES
PLAN

MEADOW STREET

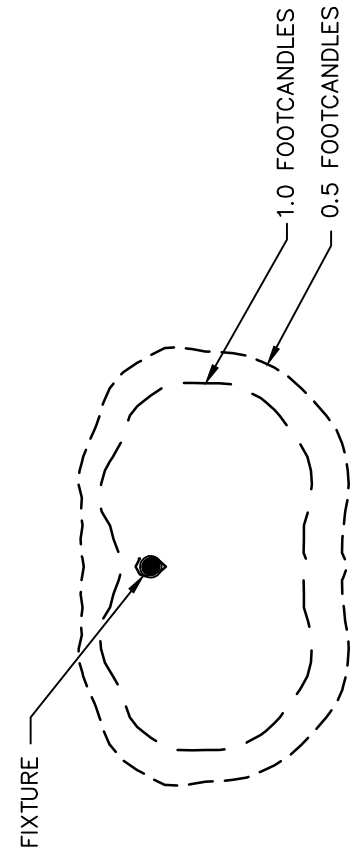
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GENERAL LIGHTING NOTES:

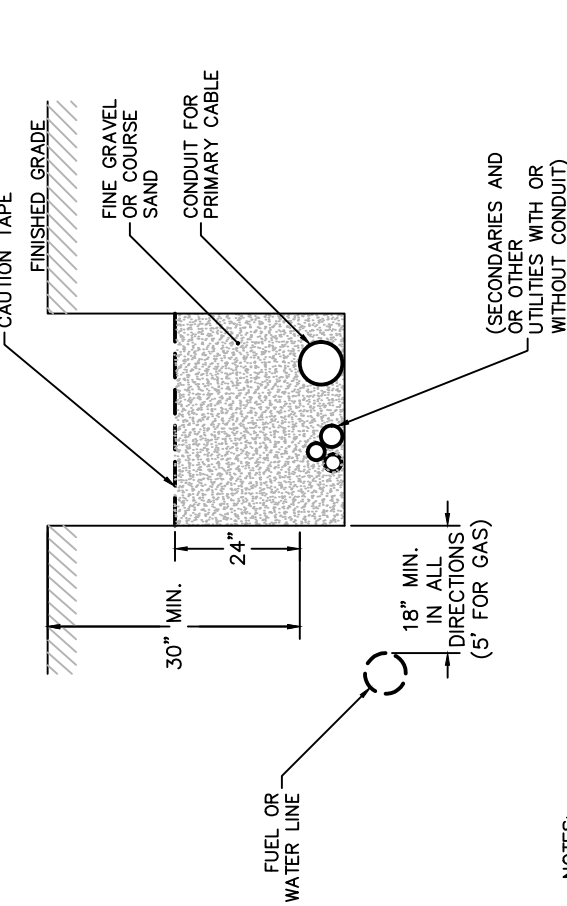
1. POINT-BY-POINT CALCULATIONS PROVIDED WITHIN HAVE BEEN PREPARED IN ACCORDANCE TO IESNA STANDARDS AND IN CONSIDERATION OF THE VARIABLES WITHIN THESE NOTES AND SITE LIGHTING SCHEDULE, THE VALUES REPRESENTED ARE AN APPROXIMATION OF THE MAINTAINED INTENSITIES DELIVERED TO THE GROUND PLANE USING INDUSTRY ACCEPTABLE LIGHT LOSS FACTORS (LLF) WHICH COVER LAMP DEGRADATION AND NATURAL BUILDUP ON THE FIXTURE LENS. THE LIGHTING PLAN IS DESIGNED WITH AN INDUSTRY ACCEPTABLE LLF TO ENSURE ADEQUATE FOOT CANDLE LEVELS FOR THE PROJECT. HOWEVER, UNDER REAL-WORLD CONDITIONS, THERE COULD BE OBSTRUCTIONS, AMBIENT OR ADJACENT LIGHT SOURCES AND/OR OTHER POTENTIAL IMPACTS HAVE NOT BEEN INCLUDED IN THESE CALCULATIONS. THEREFORE, AS-BUILT LIGHT INTENSITIES MAY VARY, IN EITHER DIRECTION, FROM WHAT IS EXPLICITLY PORTRAYED WITHIN THESE DRAWINGS.
2. PROVIDE A CONCRETE PALE FOR EACH LIGHT POLE AT THE LOCATIONS INDICATED ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH PROJECT PLANS AND SPECIFICATIONS RELATING DIRECTLY TO CONTRACTOR-IN-CHARGE CONSULT.
3. CONTRASTOR TO COORDINATE INSTALLATION OF UNDERGROUND FEEDER CABLE FOR EXTERIOR LIGHTING WITH ANY OTHER UTILITIES THAT MAY BE ENCOUNTERED. NOTIFY THE OWNER'S REPRESENTATIVE SHOULD ANY UTILITIES, NOT SHOWN ON THE PLANS, BE FOUND DURING EXCAVATIONS.
4. CONTRACTOR TO OPERATE EACH LUMINAIRE AFTER INSTALLATION AND CONNECTION, INSPECT FOR IMPROPER CONNECTIONS AND OPERATION.
5. AIM AND ADJUST ALL LUMINAIRES TO PROVIDE ILLUMINATION LEVELS AND DISTRIBUTION AS INDICATED ON THE CONSTRUCTION DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT AND/OR OWNER.
6. CONTRACTOR TO COORDINATE INSTALLATION OF ALL THE WALL-MOUNTED FIXTURES AND ELECTRICAL CONNECTIONS TO SITE STRUCTURE(S) WITH BUILDING MEP, ARCHITECT, AND/OR OWNER.
7. INSTALLATION OF ALL LIGHTING FIXTURES, POLES, FOOTCANDIES AND FEEDER CABLE TO BE COORDINATED WITH ALL SITE WORK REQUIRED TO AVOID CONFLICT WITH FINISHED AND PROPOSED WORK.
8. POINT SPACING ON PLACE OF CAUTION IS 10 FT. LEFT TO RIGHT AND 10 FT. TOP TO BOTTOM. POINT BY POINT CALCULATIONS ARE BASED ON A 0.95 MAINTENANCE FACTOR.
9. POINT-BY-POINT CALCULATIONS PROVIDED WITHIN HAVE BEEN PREPARED IN ACCORDANCE TO IESNA STANDARDS AND IN CONSIDERATION OF THE VARIABLES WITHIN THESE NOTES AND SITE LIGHTING SCHEDULE. THESE VALUES REPRESENTED ON THE PLANS PRESENT AN APPROXIMATION OF THE MAINTAINED LIGHT LEVELS DELIVERED TO THE GROUND PLANE. MINOR VARIATIONS IN TOPOGRAPHY, PHYSICAL OBSTRUCTIONS, LAMP DEGRADATION, AND BUILDUP ON THE FIXTURE LENS OVER TIME COULD RESULT IN DIFFERENCES BETWEEN THE CALCULATED AND ACTUAL MAINTAINED LIGHT LEVELS. THEREFORE, AS-BUILT LIGHT VALUES MAY VARY, GREATER THAN OR LESSER THAN, WHAT IS EXPLICITLY PORTRAYED WITHIN THESE DRAWINGS
10. ALL SITE LIGHTING RELATED WORK AND MATERIALS SHALL COMPLY WITH CITY, COUNTY, AND OTHER APPLICABLE GOVERNING AUTHORITY REQUIREMENTS.
11. SITE ELECTRICAL CONTRACTOR TO COORDINATE LOCATION OF EASEMENTS, UNDERGROUND UTILITIES AND DRAINAGE BEFORE DRILLING PALE BASES.
12. SITE ELECTRICAL CONTRACTOR TO COORDINATE POWER SOURCE WITH LIGHT FIXTURES TO INSURE ALL SITE LIGHTING IS OPERATING EFFECTIVELY, EFFICIENTLY AND SAFELY.

14. REFER TO ELECTRIFICATION PLAN FOR PROVIDING ADEQUATE POWER FOR SITE LIGHTING.
15. SITE ELECTRICAL CONTRACTOR SHALL EXAMINE AND VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO SUPPORT FOUNDATIONS DURING EXCAVATION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY UNSATISFACTORY CONDITIONS.
16. POLE FOUNDATIONS SHALL NOT BE POURED IF FREE STANDING WATER IS PRESENT IN EXCAVATED AREA.
17. STRUCTURAL AND INSTALLATION OF WALL MOUNTED FIXTURES SHALL BE COORDINATED WITH THE ARCHITECTURAL, ELECTRICAL, AND SITE DRAWINGS FOR SAFETY AND TO PREVENT EXPOSED WIRING.
18. LIGHTING SUBSTITUTION REQUIREMENTS:
 - A. ALL LIGHTING SUBSTITUTIONS MUST BE MADE WITHIN 14 DAYS PRIOR TO THE BID DATE. TO PROVIDE AMPLE TIME FOR REVIEW AND TO ISSUE AN ADDENDUM INCORPORATING THE SUBSTITUTION WITH THE FOLLOWING INFORMATION:
 - A. ANY SUBSTITUTION TO LIGHTING FIXTURES, POLES, ETC. MUST BE APPROVED BY THE OWNER, ENGINEER AND TENANTS, ANY COST ASSOCIATED WITH REVIEW AND/OR APPROVAL OF THE SUBSTITUTIONS SHALL BE ENTIRELY BORNE BY THE CONTRACTOR
 - B. COMPUTER PREPARED PICTURED LAYOUT OF THE PROPOSED LIGHTED AREA WHICH INCLUDES, BY ISOTOPICANDELE, THE SYSTEM'S PERFORMANCE.
 - C. THE FIXTURES CATALOG NUMBER, MANUFACTURER, TESTING LABORATORY WITH REPORT NUMBER, DATE, FIXTURE CATALOG NUMBER, NUMBER AND DIM. SPECIFICATIONS, IES CATALOGUE, CANDLEPOWER DATA, ZONE LUMEN SUMMARY, ISOFLUX PLOT, AND CATALOGUE CUTS. CATALOGUE CUTS MUST IDENTIFY, BUT NOT LIMITED TO, OPTICS, LAMP TYPE, DISTRIBUTION TYPE, REFLECTOR, LENS, BALLASTS.
 - D. POLE MANUFACTURER ASKTO CALCULATIONS INDICATING THE POLE AND ANCHOR BOLTS BEING SUBMITTED ARE CAPABLE OF SUPPORTING THE POLE AND FIXTURE SYSTEMS BEING UTILIZED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
 - E. THE UNDERWRITERS LABORATORY LISTING AND FILE NUMBER FOR THE FIXTURE(S) TO BE UTILIZED.
 - F. A COLOR PHOTOGRAPH THAT CLEARLY SHOWS THE REPLACEMENT FIXTURE POLE MOUNTED, THE FIXTURE'S COLOR, FINISH, AND PHYSICAL CHARACTERISTICS.
19. PHOTOMETRIC LIGHTING TEMPLATE.



NOTE: THE PHOTOMETRIC TEMPLATE REPRESENTS LIGHT THROW FOR EACH INDIVIDUAL FIXTURE. IT DOES NOT REPRESENT LIGHT COMING FROM OTHER SOURCES.

POLE MOUNTED FIXTURE FOOTING



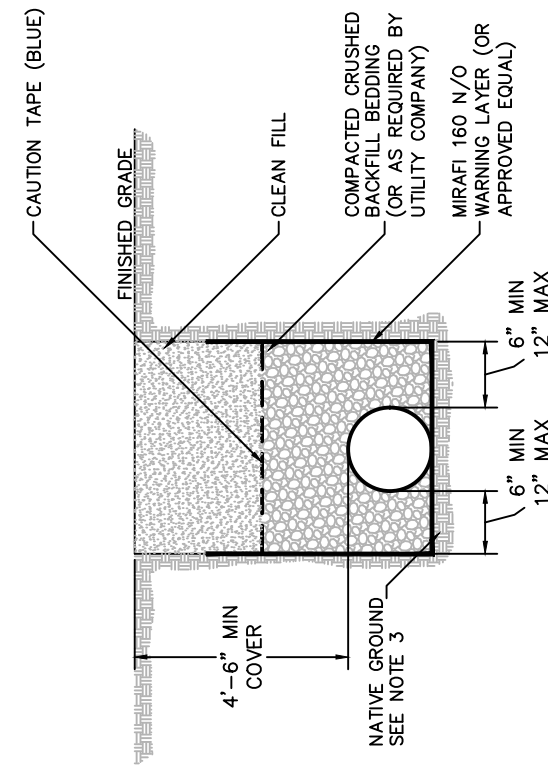
NOTES:

WITHOUT CONDUIT

ALL DIRECT-BURIED CABLES SHALL BE INSTALLED AT A DEPTH OF AT LEAST 30 INCHES IN THE FOLLOWING ORDER:

1. INSURE THAT THE BOTTOM OF THE TRENCH IS WELL-TAMPED AND FREE OF ROCKS.
2. INSTALL SECONDARIES AND OTHER UTILITY CABLES OR CONDUITS LARGER THAN 2 INCHES IN MAXIMUM DIAMETER.
3. BACKFILL WITH 12 INCHES CLEAN FILL NOT TO CONTAIN STONES LARGER THAN 2 INCHES IN MAXIMUM DIAMETER.
4. COVER THE ENTIRE TRENCH WITH NATIVE GRAVEL.
5. FILL IN THE REMAINDER OF THE TRENCH WITH NATIVE BANKSOIL.
6. THE TRENCH SHALL BE BACKFILLED IMMEDIATELY FOLLOWING PLACEMENT OF THE CONDUIT.
7. ALL CONDUITS SHALL BE SUPPLIED BY THE CONTRACTOR.
8. ALL CONDUITS SHALL BE SUPPLIED BY THE CONTRACTOR.

ELECTRICAL UTILITY TRENCH



NOTES: TRENCHES IN STABLE SOIL OVER 5 FT DEEP SHALL BE REINFORCED BY APPROVED OSHA METHODS. TRENCHES SHALL BE COMPACTED. IF NATIVE GROUND IS NOT SUITABLE, THE CONTRACTOR SHALL EXCAVATE TO AN ACCEPTABLE DEPTH AND INSTALL MATERIALS AS APPROVED BY ENGINEERS AND UTILITY COMPANY. ALL TRENCHES SHALL BE PROTECTED BY APPROVED METHODS. ALL TRENCHES SHALL BE REINFORCED AS REGULATION MATERIAL WHERE INSTALLED. WARNING LAYERS SHALL EXTEND TO THE SIDES OF THE EXCAVATION TO MATCH WITH THE HORIZONTAL LINER.

5 WATER MAIN TRENCH

N.T.S.

Tumbler

Product Data Sheet | TML



Tumbler's gesture, a casual nod to the space it lights, introduces a friendly character into the urban landscape. Tumbler is also refined, with thoughtful details such as hidden connection points that speak to Sam Hecht and Kim Colin of London-based Industrial Facility's design sensibilities. This versatile luminaire can be wall mounted, suspended from a cable for catenary applications, or fixed to a pole (not shown).

General Description

- Pole, catenary, or wall mounting options
- Offered in 4 standard pole heights (3.4m, 4.2m, 5.0m, 6.6m)
- Poles for catenary applications can be custom engineered for each project (cable not included)
- Available in multiple power outputs and beam options
- UL Listed, suitable for wet locations

Electrical

120V-277V 50/60 Hz, Class 2 integrated dimmable driver, 1-10V dimming interface is standard, DALI compatible dimming interface available upon request. Tumbler ships prewired and fully assembled. Reference the installation guide for the wiring diagram and other electrical support information.

Housing

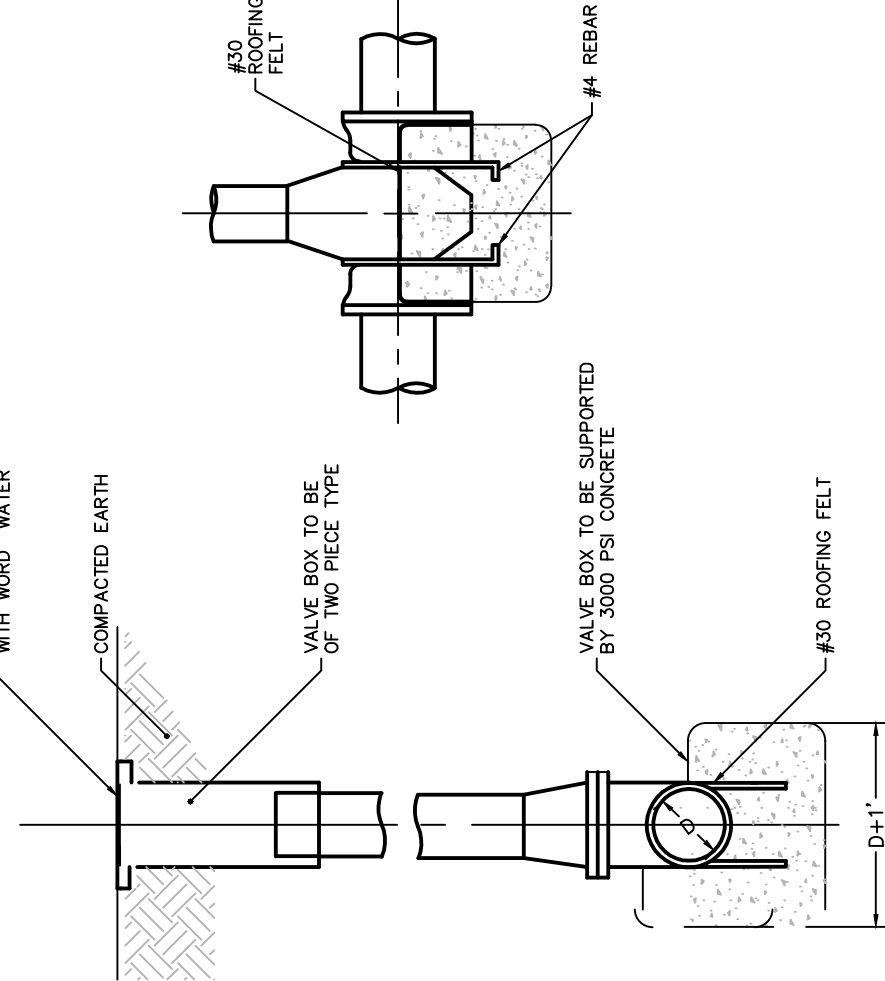
Round luminaire housing is cast aluminum. Frameless glass lens seals to the housing. Luminaire mounts to a die-cast bracket on the pole and is secured with two screws.

Tumbler

Housing: Die-cast aluminum
Lens: Tempered glass (clear or opal / diffused)
Light Source: PCB LED - Cree XPG2, CoB LED - Bridgelux Gen 7
Color Temperature: 3000K, 4000K
Power Supply: 120V-277V
Dimming: 1-10V (DALI available upon request)
Protection Class: IP66
Weight: 14.5 lbs (luminaire only)

1 Revised March 1, 2023 | Landscape Forms Inc. | 800.521.2546 | F 269.381.3455 | 7800 E. Michigan Ave., Kalamazoo, MI 49048

POLE MOUNTED FIXTURE (BY OTHERS)



GATE VALVE

N.T.S.

Date	Description	No.
Revisions		
		
SIGNATURE	DATE SIGNED	
		
KRISTEN MITCHELL, RLA		
LANDSCAPE ARCHITECT NY Lic. No. 2887		
		
Langan CT, Inc. 555 Long Wharf Drive, 3rd Floor New Haven, CT 06511 T: 203.562.5771 F: 203.788.6142 www.langan.com		
Project		
MEADOW STREET PARK		
REDESIGN		
NORMALK FAIRFIELD COUNTY CONNECTICUT		
Drawing Title		
SITE LIGHTING & UTILITY NOTES & DETAILS		
Drawing No.		
Project No.	140340501	
Date	07/08/2026	
Drawn By	SJ	
Checked By	KM	
Sheet 10 of 13		

2.4 Insurance Coverage Requirements

CONSTRUCTION SERVICES INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: The Contractor shall carry Umbrella or Excess Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than One Million Dollars (\$1,000,000).

With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If such insurance is written on a claims-made basis, the Contractor shall maintain such coverage continuously throughout the term of work for a period of seven (7) years following acceptance of the work by the City.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of seven (7) years, or the maximum time period reasonably available in the marketplace. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than seven (7) years following acceptance of the work by the City.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Contractor's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: The Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

2.5 Sample Contract

SAMPLE CONTRACT

“The following document is the City’s standard construction services contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk’s Corporation Counsel.”

**CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
WITH «VendorName»
«Project»**

This Contract entered into this _____ day of _____, 2019, by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "CITY"), acting by and through «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized, and «VendorName», a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter the "CONTRACTOR").

WITNESSETH: That the CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the “Work”) using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as «Project» (hereinafter the “Project”). The Work shall be performed in strict compliance with the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions and Addenda; State Labor Department minimum wage rates; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will compensate the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum of «ContractBudgetInEnglish»(\$«ContractBudget») in the manner set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the compensation stated herein. The CONTRACTOR’s Work hereunder shall be overseen by «VendorAuthorizer», its duly authorized «VendorAuthorizerTitle».

The CONTRACTOR hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality and site of the Project (the Site) and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the CITY or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

The Work to be performed under this Contract shall be overseen on behalf of the CITY by «DepartmentHead», «DepartmentHeadTitle», referred to as the "Director." The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the CITY. However, notwithstanding the above, no advice, directive or other recommendation or request by the CITY shall give rise to liability or responsibility on the CITY's part for any portion of the Work, nor shall it relieve the CONTRACTOR of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the Bid Documents; Addendum No. 1; the CONTRACTOR's bid response, dated ; this written Contract, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions for the Project; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in this Contract, whether or not physically inserted.

This Contract will supersede any Contract or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The CONTRACTOR confirms that it has carefully examined the Project Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal

investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

In addition, the CONTRACTOR agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. DATE OF COMPLETION AND LIQUIDATED DAMAGES

A. The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than _____ (the "Completion Date"), unless such Completion Date is extended by written notice signed by the Director.

The CONTRACTOR shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The CONTRACTOR shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the CITY's overall schedule requirements and it shall continuously monitor the Project schedule and the performance of the Work, so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The CONTRACTOR shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER BY THE STATED COMPLETION DATE.

B. Extension of Agreement. No extension beyond this Completion Date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The CONTRACTOR shall work during such days and times as required by the CITY so as not to interfere with its use or operation of the Site. However, if the CITY deems it necessary, it may direct the CONTRACTOR to work overtime. If so directed, the CONTRACTOR shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the CITY will pay the CONTRACTOR for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the CITY.

C. Excused Delay. In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the CITY or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

D. Unexcused Delay and Liquidated Damages. In the event of a delay in the progress of the Work or disruption of, hindrance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the CONTRACTOR or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the CITY including, legal fees and disbursements incurred by the CITY (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the CONTRACTOR and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the CITY may or shall become liable, no extension of time shall be granted and the CONTRACTOR (and its surety) shall be liable to compensate the CITY for and indemnify it against all such costs, expenses, damages and liability. In addition, the CONTRACTOR shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the CONTRACTOR fail to make up for the time lost by reason of such delay, the CITY shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the CONTRACTOR hereunder.

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the CONTRACTOR, the sum of **HUNDRED DOLLARS (\$.00)** for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order.

In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

Payment for any unforeseen Work and/or changes shall be made as provided for in the Standard Specifications.

ARTICLE 7. MEANS AND METHODS

The CONTRACTOR shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary

construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

The CONTRACTOR hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the CITY, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the CITY, the CITY hereby agrees to make payments to the CONTRACTOR, based upon the prices set out in the CONTRACTOR's Proposal. The procedure for processing payments is as follows: on or before the last day of each month the CONTRACTOR shall submit to the CITY, in the form required by the CITY, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the CONTRACTOR. The balance of such Application must be approved by the CITY and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The CONTRACTOR shall be paid ninety-five (95%) percent of such amount. The five (5) percent retained shall be held by the CITY until final completion and acceptance of all Work covered by this Contract; compliance by the CONTRACTOR with all of its responsibilities hereunder including the provision of signed waivers of lien from CONTRACTOR, its subcontractors and suppliers; the posting of a twenty-five percent (25%) maintenance bond by the CONTRACTOR insuring the Project for a period of two (2) years from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the CONTRACTOR shall submit to the CITY a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval. The CITY may modify the Schedule of Values, or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The CITY reserves the right to advance the date of any payment (including the final

payment) under this Contract if, in its judgment, it becomes desirable to do so.

The CONTRACTOR agrees that, if and when requested to do so by the CITY, it shall furnish such information, evidence and substantiation as the CITY may require with respect to the nature and extent of all obligations incurred by the CONTRACTOR for or in connection with the Work, all payments made by the CONTRACTOR thereon, and the amounts remaining unpaid and the reasons therefor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the CITY either by incorporation in construction or upon receipt of any payment for the same by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the CONTRACTOR, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the CONTRACTOR or such other entity or person.

With each Application For Payment the CONTRACTOR shall certify to the CITY that the Work, for which payment is requested, has been fully completed in accordance with the Contract Documents; that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and that the CONTRACTOR has no claim outstanding against the CITY related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the CITY prior to the filing of such Application For Payment. If requested to do so, the CONTRACTOR will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the CITY.

The CONTRACTOR's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the CONTRACTOR fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the CONTRACTOR shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the CONTRACTOR fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under

subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim 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.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the CONTRACTOR from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the CITY constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the CONTRACTOR, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The CITY will pay the CONTRACTOR therefor at the item prices in the Contract upon the CONTRACTOR's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the CONTRACTOR upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

The CONTRACTOR shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors, (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the CONTRACTOR an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the CITY accepts the Project and approves of all the Work performed hereunder; (2) the CONTRACTOR submits the following documents satisfactory to the CITY (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the CITY or CITY's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the CITY ensuring the Project in compliance with Section 109-13 of the General Conditions for a period of two (2) years from the date of final acceptance; (e) the CONTRACTOR provides all required certifications that all products and materials comply with applicable specifications and have been properly installed and/or incorporated into the Project including all applicable manufacturers' warranties for same; (f) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the CITY, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the CONTRACTOR, in a form satisfactory to the CITY, of a general release running to and in favor of the CITY; (g) all required Certified Payrolls acceptable to the State of Connecticut Department of Labor; and (h) all Change Orders with sufficient backup/documentation acceptable to the CITY. Should any claim be made or other obligation arise after final payment is made, the CONTRACTOR shall refund to the CITY all expenses paid by the CITY to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the CONTRACTOR cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the CITY, the CONTRACTOR may furnish a bond satisfactory to the CITY promising to indemnify the CITY against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the CITY, the CONTRACTOR shall reimburse the CITY for moneys the CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment being tendered by the CITY shall constitute a waiver of claims by the CITY except those arising from:

- A. unsettled liens;
- B. faulty or defective Work or materials;
- C. failure of the Work or materials to comply with requirements of the Contract Documents; or
- D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.
- E. Claims arising after the authorization of any payment.

Acceptance by the CONTRACTOR, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the CITY from any and all claims of any liability or responsibility to the CONTRACTOR for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the CITY or any of its officers, agents, or employees unless the CONTRACTOR serves a detailed and verified statement of claim upon the CITY prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The CONTRACTOR's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

When, in the opinion of the Director, the CONTRACTOR has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the CONTRACTOR, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the CITY shall thereupon notify the CONTRACTOR in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the CITY has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

The CONTRACTOR agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at

any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

Notwithstanding the foregoing, CONTRACTOR shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the CITY. Nothing set forth herein, nor any action or failure to act by the CITY, shall relieve the CONTRACTOR of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

The CONTRACTOR shall comply with all applicable laws, codes and regulations governing the Work and the Project, including any and all special requirements of the Contract Documents, including specifically the City of Norwalk Code Chapter 34 and shall require the same of its Trade Contractors and Subcontractors. In addition, all Trade Contractors and Subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The CONTRACTOR for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Presidential Executive Orders Numbers 11246, 11375 and 11063.

The CONTRACTOR or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds 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. The CONTRACTOR further agrees to take affirmative

action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONTRACTOR shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONTRACTOR agrees to comply with any request of the City of Norwalk or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

The CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONTRACTOR will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, CONTRACTOR shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;

- The Americans With Disabilities Act;

C. Prevailing Wage Requirements

This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The CONTRACTOR shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the CONTRACTOR be entitled to any additional payment or any increase in the costs, fees or expenses payable by the CITY hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to persons who are residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party. Any contractor who knowingly and willfully employs any person in violation of any provision of this section is subject to fines based on current laws.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the combined total cost of all Work to be performed by all contractors and subcontractors in connection with the new construction of a Public Works Project is One Million Dollars (\$1,000,000.00) or more, or for work relating to the remodeling,

refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total combined cost of all Work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Norwalk. CITY Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Contract.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

A. If, at any time, the CITY determines that the Work hereunder is not being performed according to the Contract or for the best interest of the CITY or should the CONTRACTOR at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or should the CONTRACTOR become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the CONTRACTOR's part, the CITY shall have the right, in addition to all

other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the CONTRACTOR and proceed with the Work under its own direction in accordance with the Contract specifications and in such manner as the Director determines to be in the best interests of the CITY or, the CITY may terminate the CONTRACTOR's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project.

In any of the foregoing events, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the CITY for the completion of the Work as a result shall be charged to the CONTRACTOR and deducted by the CITY from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

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

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional

designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the CONTRACTOR to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The CONTRACTOR shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the CONTRACTOR of its obligation to perform the Work according to the Plans, Specifications, the Special Conditions, Addenda and all other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The CONTRACTOR's submission of a shop drawing shall constitute the CONTRACTOR's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the CONTRACTOR shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the CITY in writing and allow the CITY a reasonable time to have such improper conditions and defects remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

In the event the CITY finds that the materials furnished, the finished Project or the Work performed hereunder by the CONTRACTOR, for any reason, does not conform with the requirements of the Contract Documents including any performance and Project specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the CITY, by and at the expense of the CONTRACTOR.

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or

material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

The CONTRACTOR shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the CITY. CONTRACTOR shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The CONTRACTOR shall at any time upon demand furnish such proof as the CITY may require showing such compliance and the correction of such violations. The CONTRACTOR agrees to save harmless and indemnify the CITY, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the CONTRACTOR's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

The Contractor acknowledges, represents and warrants that it shall comply with the requirements of Chapter 50 the Norwalk City Code in performance of the Work. Without limiting the generality of the foregoing, Contractor acknowledges, represents and warrants that no natural gas waste or oil waste, as defined by Chapter 50 the Norwalk City Code, will be used by the Contractor, or any of its subcontractors, agents or vendor agents, in performing the Work pursuant to this Agreement.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the CONTRACTOR nor shall the CONTRACTOR's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the CONTRACTOR shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the CONTRACTOR or anyone employed by it in the performance of the Work, however caused. Accordingly, the CONTRACTOR shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the CONTRACTOR fail to perform any of the foregoing to the CITY's satisfaction, the CITY shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the CONTRACTOR.

ARTICLE 22. INSURANCE

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider 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 CONTRACTOR's responsibilities hereunder. Before commencing the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel 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 certificate shall be endorsed to name the City of Norwalk as an additional insured party 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 or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

ARTICLE 23. INDEMNIFICATION

The CONTRACTOR expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder

by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; 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 CONTRACTOR 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.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the CONTRACTOR 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 CONTRACTOR, the CITY, or any Indemnified Party, by legal proceeding or Contract.

In furtherance to but not in limitation of the indemnity provisions in this Contract, CONTRACTOR hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract 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 24. SUBCONTRACTING AND ASSIGNMENTS

The CONTRACTOR shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the CONTRACTOR agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract Contract shall preserve and protect the rights of the CITY and the Project Architect/Design Engineer, under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY pursuant to the Contract Documents.

Nor shall CONTRACTOR assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the CITY in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event CONTRACTOR assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the CITY of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the CITY until the CITY provides its written consent to such Assignment. CONTRACTOR agrees that any such Assignment shall not relieve the CONTRACTOR of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the CITY and assignee or transferee. CONTRACTOR further agrees that all of the CITY's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY from and against any and all loss, cost, expense or damages that the CITY has or may sustain or incur in connection with such Assignment.

ARTICLE 25. WARRANTY

The CONTRACTOR hereby warrants to the CITY that all of the Work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality and free from any faults and defects.

The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the CITY any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the CITY shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or the plans, specifications or other Contract Documents, and the CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

Without limiting the generality of the foregoing, the CONTRACTOR warrants to the CITY that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the CITY's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by CONTRACTOR at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 26. NOTICE OF CLAIMS

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the claimant's information.

ARTICLE 27. GENERAL PROVISIONS

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the CITY for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the CITY beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the CONTRACTOR to the CITY is that of an independent CONTRACTOR. The CONTRACTOR covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the CITY by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The CONTRACTOR hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the CONTRACTOR be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The CONTRACTOR further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

D. 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 Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Contract.

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

F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the

services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

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

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract 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 Contract shall forthwith be physically amended to make such insertion.

J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, 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: «DepartmentHead»,
 «DepartmentHeadTitle»
 Norwalk «Department» Department
 125 East Avenue, PO Box 5125
 Norwalk, Connecticut 06856-5125

With copies to: Office of Corporation Counsel
 125 East Avenue, Room 237
 PO Box 5125
 Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer», «VendorAuthorizerTitle»
 «VendorName»
 «VendorAddress1»
 «VendorCity», «VendorState» «VendorZip»

K. The City of Norwalk'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 work or services for the City of Norwalk. 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.

L. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

M. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

N. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

O. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

P. The CONTRACTOR hereby represents to the CITY as follows:

(i) That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation,

receivership or any other action for the protection of creditors or debtors;

ii) that it has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) 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 Contract and to assume the responsibilities and obligations created hereunder;

(iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

(v) that it is in compliance with all applicable regulations and laws governing employment practices.

IN WITNESS WHEREOF, this Contract has been executed in four (4) counterparts by the CITY, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the CONTRACTOR has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date Signed: _____

Signed, Sealed and Delivered
in the Presence of:

«VendorName»

Witness

Witness

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

(Affix corporate seal of

contractor if a corporation)

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would “follow form” of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Contractor, the Contractor shall carry minimum Five Million Dollars (\$5,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Contractor's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute

coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

CONTRACT FOR CONSTRUCTION SERVICES

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SECTION 3 - GENERAL BIDDING INFORMATION FOR CONSTRUCTION

Rev. 08/08/2013

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided.

Document number 1006: <http://www.norwalkct.gov/documentcenter/view/865>

SECTION 4 - CITY OF NORWALK GENERAL CONDITIONS FOR CONSTRUCTION

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. Your Firm is responsible for obtaining a copy of this document prior to bidding. If you do not have a revision dated 03/31/2026 or later on file you may download a copy of this document from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.gov

Document number 1008 <http://www.norwalkct.gov/DocumentCenter/Home/View/866>.

SECTION 5 - PREVAILING WAGE

(Note: Page numbering in this section is not sequential with other sections within this document)

The Contractor shall weekly submit to the Director a certified payroll, which shall consist of a complete copy of its records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the Project is employed during each workday and week. The submission shall be in such manner and form as the State Labor Commissioner requires and in compliance with the requirements of Public Act 93392. This weekly submission shall also include a statement signed by the employer (the Contractor) indicating the information set forth in Section I (f) of Public Act 93-392."

SECTION 5.1 - LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 02022026

NOTE: SECTION 5 contains information concerning the City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 02/02/2026 or later on file, you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.gov>

Document number **1019:** <http://www.norwalkct.gov/DocumentCenter/Home/View/862>

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-8475

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 4527
State#:
Project: Meadow Street Park Renovation

Project Town: Norwalk
FAP#:

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	44.48	29.74
2a) Diver Tenders	44.48	29.74
2b) Divers Effluent	67.52	29.74
3) Divers	52.94	29.74
03a) Millwrights	45.14	30.24
03b) Carpenter-Welder	44.98	29.74
03c) Carpenter: Working with creosote lumber or acid	45.48	29.74

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	61.85	27.65
4a) Painters: Brush and Roller	41.17	27.65
4b) Painters: Spray	44.17	27.65
4bc) Painters: Spray Helper	42.17	27.65
4c) Painters: Steel Only	43.17	27.65
4d) Painters: Blast	46.17	27.65
4de) Painter: Blast Helper	42.17	27.65
4e) Painters: Tanks, Tower and Swingstage etc.	43.17	27.65
4f) Elevated Tanks (60 feet and above)	50.17	27.65
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	50.0	36.97+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	46.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	52.08	36.80
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	37.0	30.47

8) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	37.25	30.47
10) Group 3: Pipelayers	37.5	30.47
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	37.5	30.47
12) Group 5: Toxic waste removal (non-mechanical systems)	39.0	30.47
13) Group 6: Blasters	38.75	30.47
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	40.0	30.47
Group 8: Traffic control signalmen	22.2	30.47
Group 9: Hydraulic Drills	37.75	30.47
Group 10: Toxic Waste Removers A or B With PPE	40.0	30.47
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	39.23	30.47 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	38.26	30.47 + a

----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	38.26	30.47 + a
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15) Form Erectors	38.59	30.47 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	38.26	30.47 + a
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17) Laborers Topside, Cage Tenders, Bellman	38.15	30.47 + a
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18) Miners	39.23	30.47 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---
-

18a) Blaster	45.72	30.47 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	45.52	30.47 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	43.54	30.47 + a
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21) Mucking Machine Operator, Grout Boss, Track Boss	46.31	30.47 + a
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----TRUCK DRIVERS----(*see note below)

Block Truck	39.98	33.00 + a
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2 Axle	38.66	33.00 + a
Helpers	36.16	33.00 + a
Three Axle Trucks; Two Axle Mixer	38.77	33.00 + a
Three Axle Mixer	38.83	33.00 + a
Four Axle	38.89	33.00 + a
Four Axle Mixer	40.69	33.00 + a
5 Axle	38.89	33.00 + a
5 Axle Mixer	40.69	33.00 + a
Heavy Duty Trailer (40 tons and over)	41.16	33.00 + a
Heavy Duty Trailer (up to 40 tons)	39.89	33.00 + a
Snorkle Truck	39.04	33.00 + a
Swivel Dump and Tack Truck	38.89	33.00 + a
Euclids and Semi Trailer	38.94	33.00 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	53.61	30.95 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	51.89	30.95 + a

As of: July 30, 2026

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	51.34	30.95 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	50.74	30.95 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	49.95	30.95 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license), Rigger, Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a

Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chairman	38.34	30.95 + a
**NOTE: SEE BELOW		
----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----		
20) Lineman, Cable Splicer, Technician	59.91	34.00
21) Heavy Equipment Operator	53.92	31.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
23) Driver Groundmen	44.93	28.47
23a) Groundman Experienced	32.95	13.99
----OUTSIDE LINE CONSTRUCTION----		
24) Driver Groundmen	43.78	28.42
25) Groundmen	32.1	13.95
26) Heavy Equipment Operators	52.53	31.83

27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
29) Technician	56.12	32.85

----COMMUNICATION----

Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	52.07	20.62
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----DREDGING----

Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
Class B1: Maintenance Engineer	41.93	16.87+a+b
Class C1: Mate/Welder	38.38	16.62+a+b
Class D: Deckhand	30.86	16.09+a+b

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate.

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage rate.

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

--Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
--

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

URL to State of CT Department of Labor (DOL): https://portal.ct.gov/dol/knowledge-base/articles/wage-and-workplace-standards/prevaling-wage-bid-package?language=en_US

Sections below (Blue Text) have been hyperlinked

SHARE



FEEDBACK +

What is the Prevailing Wage Bid Package?

 Date: August 16, 2023
Read time: 1 minutes

Prevailing Wage Bid Package

- [Prevailing Wage Law Poster](#) (PDF)
- [Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects.
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF)
- [Notice For All Mason Contractors](#) (PDF)
- [CT General Statute 31-55a](#)

- [Contracting Agency Certification Form \(PDF\)](#)
- [Contractors Wage Certification Form \(PDF\)](#)
- [Payroll Certification - Public Works Projects](#)
- [Information Bulletin - Occupational Classifications \(PDF\)](#)
- [Footnotes \(Rev. 07/25\) \(PDF\)](#)

Prevailing Wages

Wage and workplace standards

Browse Categories

Unemployment

UI Claims and Eligibility



American Job Centers

Connecticut State Board of Labor Relations

CONN-OSHA

Employment and Training

Jobs First Employment Services

Mediation and Arbitration

Trade Adjustment Assistance

Unemployment Taxes

Unemployment Appeals

Unemployment Overpayments

Workers

Employers

Job Seekers

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- [American Job Center Services for Veterans](#)
- [Annual Reports to the Connecticut General Assembly Regarding the Application of Military Training or Experience for Service Members](#)
- [Approved FSET Vendors](#)
- [Bridgeport American Job Center](#)

CT Department of Labor



200 Folly Brook Blvd.
Wethersfield, CT 06109

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THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

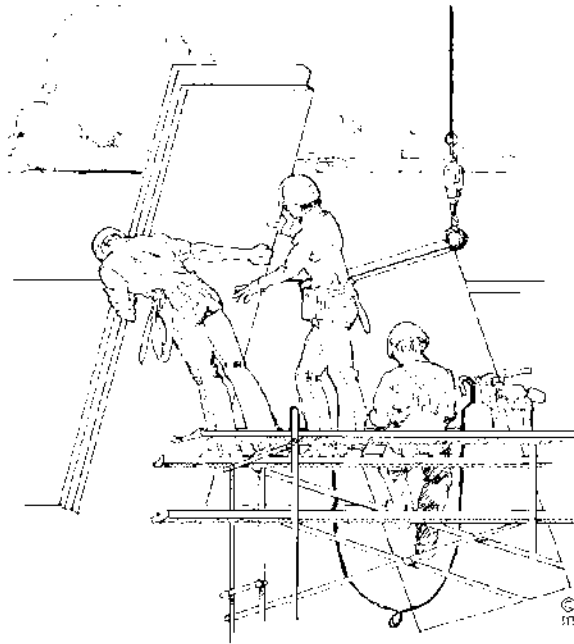
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860) 263-6790.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACTORS WAGE CERTIFICATION FORM**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

URL to Certified Payroll Form WWS-CPI: https://portal.ct.gov/dol/knowledge-base/articles/wage-and-workplace-standards/certified-payroll-form-wws-cpi?language=en_US

SHARE

What are Certified Payroll Form WWS - CPI?

 Date: August 21, 2023

Read time: 1 minutes

Certified Payroll Form WWS - CPI

In accordance with [Connecticut General Statutes, 31-53](#), Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note 2: Please download both the Payroll Certification for Public Works Projects and the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

- [Certified Payroll Form WWS-CPI](#) (PDF)
- [Sample Completed Form](#) (PDF)

[Wage & Workplace Standards Forms](#)
[Prevailing Wage Bid Package](#)



CT DEPARTMENT OF LABOR

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[What is the Prevailing Wage Bid Package?](#)

CT DEPARTMENT OF LABOR



200 Folly Brook Blvd.
Wethersfield, CT 06109

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UNITED STATES
MAST: (HALF)



CONNECTICUT
MAST: (HALF)

[New] In accordance with Section 31-53b(a) of the C.G.S., each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

WEEKLY PAYROLL

CONTRACTOR NAME AND ADDRESS:										SUBCONTRACTOR NAME & ADDRESS										WORKER'S COMPENSATION INSURANCE CARRIER			
PAYROLL NUMBER										PROJECT NAME & ADDRESS										POLICY # EFFECTIVE DATE: EXPIRATION DATE:			
PERSON/WORKER, ADDRESS and SECTION	Week-Ending Date	APPR RATE % AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	Total O/T Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY			
				S	M	T	W	TH	F	S						FICA	WITH- HOLDING	WITH- HOLDING			LIST OTHER		
				HOURS WORKED EACH DAY																			
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												Base Rate	2. \$										
												\$	3. \$										
												Cash Fringe	4. \$										
												\$	5. \$										
												Cash Fringe	6. \$										
												\$	1. \$										
												Base Rate	2. \$										
												\$	3. \$										
												Cash Fringe	4. \$										
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												Cash Fringe	6. \$										
*IF REQUIRED																						PAGE NUMBER	OF

Page 15 of 146, 4527 Meadow Street Park Renovation-FINAL

12/9/2013 WS-CPI

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

Week-Ending Date:
Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				HOURS WORKED EACH DAY											FICA WITH- HOLDING	STATE WITH- HOLDING	LIST OTHER		
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				Total O/T Hours															
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											Base Rate	2. \$							
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											\$	4. \$							
											Cash Fringe	5. \$							
												6. \$							

12/9/2013
WWS-CP2

PAGE NUMBER _____ OF _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS															Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109					
WEEKLY PAYROLL															WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09					
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472			SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389			GROSS PAY FOR ALL WORK PERFORMED THIS WEEK			TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB			CHECK # AND NET PAY					
PAYROLL NUMBER 1	PERSON/WORKER ADDRESS AND SECTION	Week-Ending Date 9/26/09	APPR RATE AND %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	FICA	FEDERAL STATE	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
						S	M	T	W	TH	F	S							Total Hours	
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OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as
Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6790.

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Dredging (Heavy)

- a. Paid Holidays: New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and Christmas Day.
- b. Vacation: Eight Percent (8%) of the straight time rate, multiplied by the total hours worked.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

SECTION 6

**STATE OF CONNECTICUT DAS, CHRO OR OTHER GRANTOR
REQUIREMENTS**

This public works project has the following State Funding:

X	State Funds = \$150,000.00-\$999,999.99
	State Funds = \$1,000,000.00 and Greater

Review CHRO's IMPORTANT UPDATES TO STATE CONTRACT COMPLIANCE REQUIREMENTS (next page) and CHRO's Contract Compliance Forms and Reports for the most current information (<https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports>)

Participate in CHRO's Technical Assistance for Contractors Sessions:
<https://portal.ct.gov/CHRO/Contract-Compliance/Contract-Compliance/Technical-Assistance-TA-Sessions>

The Awarded Contractor will be required to file the appropriate Good Faith Efforts Form Plan to CHRO upon the Intent to Award.

01212026



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Contract Compliance Unit– 450 Columbus Boulevard, Suite 2, Hartford, CT 06103

Promoting Equality and Justice for all People

IMPORTANT UPDATES TO STATE CONTRACT COMPLIANCE REQUIREMENTS

Effective October 1, 2025, Connecticut law has been updated to strengthen requirements for public works projects. Contractors and awarding agencies should review the changes below to ensure timely compliance.

Key Statutory Changes

- For public works contracts entered into after October 1st, plans will only need to be submitted when the state-funding is \$150,000 or more.
- Good Faith Efforts (GFE) Plans replace Set-Aside Plans and Affirmative Action Plans.
- Spending Allocation Goals (SAGs) replace prior set-aside percentages.
 - Until further changes go into effect July 1, 2026, goals will remain 25% of the state-funded contract value for SBEs and 6.25% of the state-funded contract value for MBEs.
 - Awarding agencies must notify CHRO of project SAGs when bids are released.

AT A GLANCE:

- Threshold for public works contracts raised to \$150,000
- Reduced Plan Requirements
- Monthly Monitoring Forms Eliminated

Plan Format:

- Plans will no longer require policy statements or internal/external communications be submitted.
- The sections on monitoring forms have been revised.
- For the most recent version of the plan template, please go to our [website](#).

Monthly Reports:

- Effective October 1, 2025, Monthly Reports will no longer be required for all projects, including those started prior to the effective date.

Compliance at Close-Out:

- Within 45 days of substantial completion, contractors must submit: subcontractor payment documentation, lien waivers, and any outstanding subcontract notifications.

Prompt Payment:

- General contractors must pay subcontractors within 15 days of the due date, unless there is a bona fide dispute.

Enforcement and Penalties:

- Failure to file plans, meet deadlines, or make good faith efforts will be subject to enforcement that may lead to:
 - Withholding of contract payments
 - Disqualification from future bidding
 - Civil penalties and legal action by CHRO

What's Next

- New forms and documentation requirements will be made available ahead of the July 1, 2026 implementation of project-specific goals.

Computed Goals

Snapshot 07/23/2026

Awarding agency: **City of Norwalk**Project: **Meadow Street Park Renovation**

SBE GOAL

\$23,726

10.38%

MBE SUB-GOAL

\$7,263

3.18%

SBE-ONLY (NON-MBE) GOAL

\$16,463

7.20%

NAICS	TITLE	FIRMS	SBE %	MBE %
238910	Site Preparation Contractors	472	10.38%	3.18%

Geographic market area: **Statewide**

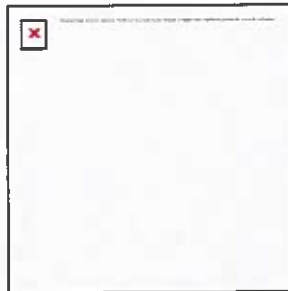
Source: data.ct.gov dataset 2huz-35d5.

Hughes, Ken

From: Microsoft Power Apps and Power Automate <microsoft@powerapps.com>
Sent: Thursday, July 30, 2026 1:28 PM
To: Hughes, Ken
Cc: CHRO.AwardNotification
Subject: CHRO Contract Compliance Project Notification

You don't often get email from microsoft@powerapps.com. [Learn why this is important](#)

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders



Thank you for your submission to the Commission on Human Rights and Opportunities. This email is to confirm the details of that submission. Please keep a copy of this email for your records. Should there be an error in what was submitted, please re-submit the form with the corrected information.

Submission type: Project Notification and Project Goals

Organization Name: City of Norwalk
Type of Organization: Municipality
Name of Submitter: Ken Hughes
Contact Email: khughes@norwalkct.gov
Contact Phone: 2035055681

Project Description: Renovation of an existing 4500 sq/ ft. park to include new plantings, hardscape, and seating areas. Removal of existing playscape, paver surface, tables.
Project Bid Date:
Projected Amount of State Funding: 228,544
SBE Goal: 23,726
MBE Goal: 7,263

No further action is required at this time. Once a contractor has been selected as the General Contractor or Construction Manager at Risk, please notify the Commission using the [same form](#) but selecting the option for "Notification of Contractor Award."

NON-DISCRIMINATION CONTRACT LANGUAGE

Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to shall contain the following provisions:

(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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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;

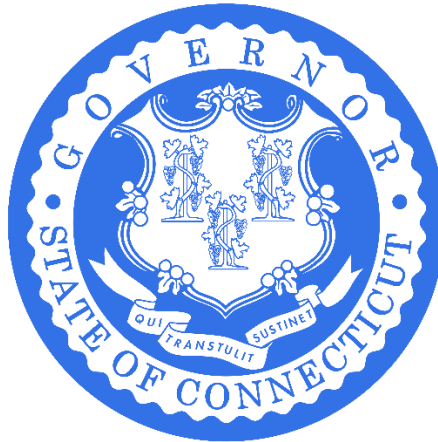
(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) 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;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 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 section 46a-56.

**STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT**



**BIDDING, CONTRACTING &
PROCUREMENT FOR CONSTRUCTION
GUIDELINES FOR DECD PROGRAMS**

Revision: January 2026

**DANIEL O'KEEFE
COMMISSIONER**

⁺Updated language: Section 5 (Categories of Clients); Section 8 (Wage Rates); Section 9 (CHRO Requirements); Section 10 (Other Agency Requirements); Section 15 (Bonds/Certified Checks); Section 18 (Selecting the Contractor).

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1. INTRODUCTION

The intent of these Bidding, Contracting and Construction Guidelines is to provide the guidance and the requirements needed to ensure a successful DECD sponsored project. It is DECD's policy to maximize the benefits derived from the use of public funds, protect these funds from inappropriate use, and ensure that all Federal, State and Local requirements are met.

To maximize the benefits of the State's public funds, DECD's requires a competitive public procurement process of all major contracts for construction. Competitive public bidding is a standard practice within the public works construction industry and provides numerous benefits such as:

- a. Cost savings to the Client and State
- b. Fair competition for construction contracts
- c. Ensuring the use of qualified contractors

The DECD has prepared these guidelines to assist our clients through the agency's requirements and policies. These guidelines reference definitions, client responsibilities, categories of work, project planning to ensure Connecticut Environmental Policy Act (CEPA) compliance and various State agencies' laws & regulations, the requirements of a publicly advertised competitive bid process for construction activities, selection and contracting for construction, DECD's progress monitoring of construction, and the required documents from bidding on through to Construction Closeout.

Any Client modification or change to the bidding or selection process must be pre-approved by DECD.

2. DEFINITIONS

- a. **Public Building** (C.G.S. section 1-1(e)): ...shall include a statehouse, courthouse, townhouse, arsenal, magazine, prison, community correctional center, almshouse, market or other building belonging to the state, or to any town, city, borough in the state, and any church, chapel, meetinghouse, or other building generally used for religious worship, and any college, academy, schoolhouse or other building generally used for literary instruction."
- b. **Public Works Contract** (C.G.S. Sec. 46a-68b): "...means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees, where such funding equals one hundred fifty thousand dollars or more,...."
- c. **Competitive Bidding** (the Architect's Handbook of Professional Practice, Vol. 2, AIA 1987): Competitive bidding seeks to find the lowest reasonable price for the project through competition for the work. The theory is that many interested contractors have access to the project and that head-to-head

competition will produce the best possible price consistent with marketplace conditions.

3. CONFLICT OF INTEREST NOTICE AND CLIENT RESPONSIBILITY

- a. Members and relations of the governing body and/ or staff of the client shall be prohibited from receiving contracts for materials or services related to the Construction/ Renovation.
- b. DECD shall review project documents to ensure consistency with project goals, department standards and technical correctness. However, it is the responsibility of the client, their architect and attorney to ensure that the documents are technically correct, complete and, where necessary, protect the grantee and the State of Connecticut from any and all claims.
- c. The client will comply with all relevant local, state and federal regulations, and comply with all standard contracting practices to safeguard the interests of the client and the state including, but not limited to, contractor performance, security, insurance, permits, and inspections.
- d. The client shall erect a suitable sign attributing funding to State of Connecticut, Governor; Department of Economic and Community Development, and Commissioner. A sign template is attached to this document.

4. CATEGORIES OF WORK

- a. Emergency Work: Public Health and Safety Improvements. DECD must approve any exemption from the bidding process for Emergency Work
- b. Minor Construction/Renovation: Single trade tasks and/or non-complex construction with a total value of \$100,000 or less.
- c. Major Construction/Renovation: multiple-interrelated trade tasks and/or complex construction with a total value of over \$100,000.
- d. Brownfield Site: A brownfield is a real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The physical environmental clean-up or remediation of a brownfield site is considered a change in real property therefore a construction activity.
- e. Individual physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.
- f. For projects only requiring material purchases see section 13.
- g. For projects with a total project cost of \$250,000 or less see section 12.

5. CATEGORIES OF CLIENTS

- a. The nature of the project and the organization of DECD's client determine whether a project's construction contracts are publicly advertised for competitive bidding. Publicly advertised competitive bidding may also be appropriate for certain clients and/or projects. A public competitive process will help the client locate qualified firms and establish a market rate for the improvements.
- b. Please refer to the table below as a guide for compliance with the contract solicitation process.

Client Category	Project Category	Public Competitive Bid	Competitive Bid
Financial assistance to for-profit corporation for non-land based projects/contracts (e.g., purchase of equipment)	Private	No	No
Financial assistance to for-profit corporation for building, site or infrastructure improvements.	Private	No	Yes
Financial assistance to not-for-profit corporation for non-land based projects/contracts (e.g., purchase of equipment)	Private	Yes	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting on behalf of a municipality	Public	Yes	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting on behalf of a non-municipality	Private	Highly Recommended	Local Procurement Process
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting for their own interests where state funding is less than 25% of the total project cost	Private	Highly Recommended	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting for their own interests where state funding is greater than 25% of the total project cost	Private	Yes	Yes
Financial assistance to municipalities for construction/improvements of public infrastructure/public land	Public	Yes	Yes

6. **CONSTRUCTION MANAGERS IN PLACE OF GENERAL CONTRACTORS**

A “construction manager” means a construction professional with primary responsibility for the day-to-day management of all construction or engineering activities for a project in accordance with a public works contract or other agreement with an awarding agency (C.G.S. Sec. 46a-68b).

The DECD grantee may employ a construction manager, but if this management method is used, each subcontract must be bid employing the same procedures outlined above with a minimum of three bids for each subcontractor, advertising for each and compliance with bonding, insurance, and minority regulations. Any specific construction trade work to be conducted by the construction manager requires DECD pre-approval.

7. **PLANNING/PERMITTING – CEPA COMPLIANCE**

- a. **CEPA** - Sections 22a-1 through 22a-1h of the C.G.S. establish an environmental policy for Connecticut and a process for evaluating the environmental impacts of State actions. The process is further defined by Sec. 22a-1a-1 through 22a-1a-12 of the Regulations of Connecticut State Agencies.
- b. **Floodplain** - The FEMA Flood Insurance Rate Map (FIRM) of the project boundary must be reviewed by the project design professional during the design phase. If the project proposes an activity within or affecting a floodplain or that impacts storm drainage facilities, the DECD must submit a Flood Management Certification to DEEP (C.G.S. 25-68b through 25-68h). The grantee’s design professional will be responsible for preparing the application and submission to DECD for review and subsequent certification to DEEP. DECD will not approve or fund any construction activities until certification has been accepted by the DEEP. Flood Management Certification must be approved prior to the completion of the bid package.
- c. **Historic Considerations** – Projects involving the renovation, rehabilitation, or additions to Historic buildings or sites will require consultation with the State Historical Preservation Commission (SHPO). There is a 30-day deadline for SHPO to reach an initial determination when reviewing the impact of state-funded projects on historic properties. If SHPO finds the project will have an adverse impact on the historic nature of the property or the surrounding environment, it will propose a mitigation plan that is in line with recognized best-practices for historic preservation. Grantees may appeal SHPO’s findings to the DECD Commissioner to recommend revisions to the mitigation plan. Documentation of such consultation and approval by SHPO will be required. Historic buildings are defined as properties listed on the State or National Register for Historic Places, or properties eligible for listing on the State or National Register for

Historic Places. Properties 50 years old or older are potentially eligible for listing. Historic sites are defined as sites that have yielded, or may be likely to yield, information important in prehistory or history. If you are unsure, please contact SHPO (860-500-2337 or at Todd.Levine@ct.gov).

- d. **Hazardous Materials** – It is the grantee’s responsibility to investigate the possible existence of hazardous materials and evaluate their impact on the proposed project. Hazardous materials include, but are not limited to, lead based paint, asbestos containing materials, PCBs etc. If hazardous materials are present on the project site or in existing buildings, appropriate mitigation, remediation must be included in the scope of work, plans and specifications.
- e. **Approvals** – The grantee shall review any factors in conflict with the use of the site or the planned project on the site to be developed or rehabilitated (e.g. building lines, zoning regulations, local ordinances, codes or other pertinent regulations or restrictions). Particular attention should be given to projects that will involve a change in use. The grantee shall obtain all necessary local, state, federal and utility companies' approvals and any special permits, variances or waivers that may be required.

8. WAGE RATES (Please note updated language)

- a. As per C.G.S. Sec. 31-53, municipal grantees shall pay prevailing wages rates on a Public Works Contract including contracts for off-site custom fabrication for any such public works projects. Under current law, the state or political subdivision must award the construction contract and be a party to the construction contract and not a mere grantor of funds for the project to require prevailing wage rates.
- b. The provisions of C.G.S. Sec. 31-53 do not apply when the total project cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than \$1,000,000 or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than \$100,000.
- c. The DECD prevailing wage statute (C.G.S. § 31-53c) applies to construction contracts for projects of for-profit entities and municipalities that receive at least \$1 million in financial assistance from DECD, and to construction contracts for projects of non-profit entities with a 501(c)(3) or 501(c)(6) federal tax status that receive at least \$1 million in financing from DECD and have a total project cost over \$10 million. (C.G.S. § 31-53c(a)(1)).

Financial assistance: any and all forms of loans, cash payments (or grants), extensions of credit, guarantees, equity investments, tax abatements, or any

other form of financing totaling one million dollars or more. (C.G.S. § 31-53c(a)(2)).

Project: any construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any property owned by a business organization. (C.G.S. § 31-53c(a)(3)).

- d. As per C.G.S. Sec. 31-53c, any business organizations that receives DECD financial assistance totaling one million dollars or more, shall pay prevailing wages rates for any construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any property owned by a business organization.

Construction contracts for projects that include leasehold improvements to a structure that is NOT owned by the business organization is not required to pay prevailing wage rates (C.G.S. § 31-53c(a)(3)).

Business organization: any sole proprietorship, partnership, corporation, LLC, association, firm or other form of business, municipality, regional council of governments, Connecticut brownfield land bank or economic development agency, as defined in section 32-760, or other legal entity, but excludes any organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 or that is a chamber of commerce under Section 501(c)(6) of said Internal Revenue Code, or any subsequent corresponding internal revenue code of the United States, as amended from time to time, and that (A) accepts financial assistance for a project as defined in this section, and (B) such project is valued at not more than ten million dollars and is not for the purposes described in subsection (f) of this section. (C.G.S. § 31-53c(a)(1))

- e. C.G.S. § 31-53c applies to construction contracts for the entire project, including the part(s) not funded by DECD, except when DECD provides financial assistance for the purpose of remediation, demolition or abatement of pollution in buildings, soil or groundwater separately from any DECD financial assistance for redevelopment activities on the site, then only the construction contracts for those portions of the project are subject to prevailing wage. (C.G.S. § 31-53c(f)).
- f. When the DECD prevailing wage statute applies for projects, general contractors, subcontractors, and/or construction managers will be required to submit monthly certified payroll records to the DECD Funding Recipient (for-profit or non-profit clients) that contain among other items, a signed statement from the employer that (a) the records are correct, (b) the employer met the prevailing wage law's requirements, and (c) the employer understands the penalties for knowingly filing false payroll records. The DECD Funding Recipient shall keep records satisfactory to DECD and hold DECD harmless in any disputes regarding Conn. Gen. Stat. Sec. 31-53c (C.G.S. § 31-53(f)).

Please refer to <http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> for further guidance.

- g. When Prevailing Wage Rates are required, the construction contract shall contain the following provision:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

- h. Each contractor for a construction contract subject to prevailing wage under C.G.S. § 31-53c shall annually contact the Department of Labor for updated prevailing wage rates to be effective each July first for the duration of the contract. (C.G.S. § 31-55a).
- i. The State Department of Labor's Wage and Workplace Standards Division (860-263-6454 or at mary.toner@ct.gov) can be contacted for assistance in determining the prevailing wage rate.
- j. Where federal funds are involved, Davis-Bacon Act rates may apply. Consult the funding source agency for confirmation.

9. **CHRO REQUIREMENTS (Please note updated language)**

- a. The grantees and their contractors will need to comply with Sections 4a-60, 4-60a, 4a-60g, 46a-68b to 46a-68f of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, as applicable. Consult your Project Manager for assistance and the following for related required documents: [Contract Compliance Forms and Reports](#).
- b. Effective October 1, 2025 Good Faith Efforts (GFE) Plans (long or short form) have replaced Set-Aside and Affirmative Action Plans. The thresholds have also changed (please see details below). In addition, Spending Allocation Goals (SAGs) replace set-aside percentages. An overview of the changes has been provided on Page 23.

Additional changes are expected July 1, 2026 – please visit the CHRO Contract Compliance Program Website for current information:

<https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports>

- c. For municipal public works projects (*valued over \$50,000 if contract executed before October 1, 2025 or valued over \$150,000 if executed ON or AFTER October 1, 2025*) State law requires a minimum Spending Allocation Goal (SAG) of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification as Small Business Enterprises (“SBE”) from the Connecticut Department of Administrative Services (“DAS”). A minimum SAG of 6.25% of the state-funded portion for subcontractors holding current DAS certification as Minority-, Women-, and/or Disabled-owned businesses (“M/W/DisBE”). The contractor must demonstrate good faith effort to meet the 25% SAG. The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.

DECD funding recipients must notify CHRO of project SAGs before bids are released on behalf of the DECD as a mandatory requirement. **All award notifications and requests to execute are to be sent to:**
CHRO.AwardNotification@ct.gov.

Good Faith Efforts Short Form Plan & Good Faith Efforts Long Form Plan can be found under the ***Forms and Reports for Construction Contractor*** Section at the following websites: <https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports>

The following is a breakdown of Good Faith Effort (GFE) Plan requirements:

For contracts executed BEFORE October 1, 2025:

- General Contractor:
 - Only the General Contractor is required to submit the GFE plan
 - If the total state funding is less than \$50K, no plan is required.
 - If the total state funding is \$50K-\$999,999, the GFE Short Form Plan is required.
 - If the total state funding is \$1M or more, the GFE Long Form Plan is required.
- Construction Manager:
 - The Construction Manager is required to submit the GFE Long Form Plan.
 - In addition, the following applies to the prime contractor for each bid package:
 - If the total state funding is less than \$50K no plan is required.

- If the total state funding is \$50K or more, the GFE Short Form Plan is required.

For contracts executed ON or AFTER October 1, 2025:

- General Contractor:
 - Only the General Contractor is required to submit the plan
 - If the total state funding is less than \$150K, no plan is required.
 - If the total state funding is \$150K-\$999,999, use the GFE Short Form Plan.
 - If the total state funding is \$1M or more, use the GFE Long Form Plan.
- Construction Manager
 - The Construction Manager is required to submit the GFE Long Form Plan.
 - In addition, the following applies to the prime contractor for each bid package:
 - If the total state funding is less than \$150K (for the particular bid package) no plan is required.
 - If the total state funding is \$150K or more (for the particular bid package), the GFE Short Form Plan is required.

Failure to file plans, meet deadlines, or make good faith efforts will be subject to enforcement that may lead to:

- Withholding of contract payments
 - Disqualification from future bidding
 - Civil penalties and legal action by CHRO
- d. Please see language that **must** be included in bid notifications/documents under Section 14, Advertising Your Project.
- e. Federal Financing (EDA, UD, CDBG, etc.) carries its own Minority/Women's contracting requirements. The DECD grantee must comply. The granting sources will provide instructions.

10. OTHER STATE AGENCY PREQUALIFICATIONS/PERMITS (DAS & DEEP)

- a. DAS: Municipal contracts for the construction or renovation of a public works project, where the estimated value is \$1,000,000 or greater, will need to comply with C.G.S. Sec. 4b-91. In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS). When applicable, this requirement will

need to be included in the Invitation to Bid as a prerequisite for selecting the Lowest Responsible and Qualified Bidder.

- "Prequalification" means prequalification issued by DAS to bid on a contract or perform work pursuant to a contract for the
- demolition of any public building or any other public work by the state or a municipality.
- It is permissible to use AIA form A305, Contractor's Qualification
 - i. Statement, as a prerequisite to bidding, provided prequalification
 - ii. Does not prevent minority/women owned firms from bidding.
 - iii. Consult your architect.

b. DEEP (To Undertake Remediation Contract Work Funded by DECD):

- Effective October 23, 2025, all contractors and contractor entities working on ground remediation work or projects funded by DECD must be registered under [DEEP's General Permit For Registered Existing Release Response Contractors](#) prior to beginning any remediation work.
- To register – please complete the [Registration Form](#). Follow the [instructions](#). DEEP typically issues an Approval of Registration within 30 days of receiving a complete application and fee.
- Please note that this registration under the General Permit pertains only to existing (historical) releases and does **not** authorize emergency spill response work, cleanup of PCB contamination over 10 parts per million (or subject to TASCAs), or remediation of releases to surface water or groundwater. For more info on the General Permit, please see the [Fact Sheet](#).
- Each registration is valid for a period of two (2) years. Renewals must be submitted 60 days before expiration. A fee of \$1,000 applies to initial registration and renewals.
- For further details, see [DEEP's Permit Webpage](#).

11. BID PACKAGE SUBMISSION REQUIREMENTS:

- a. All construction plans, specifications, and instructions to bidders must be prepared by a licensed professional engineer or architect.
- b. A draft bid package, including plans and specifications must be submitted to the Department of Economic and Community Development (DECD) for review not less than two weeks prior to advertisement. The project design professional should submit a project cost estimate as part of the package.
- c. Where applicable, CONNDOT Form 816 (Specifications for Roads, Bridges, and Incidental Construction) is a suitable substitute for construction and materials specifications.

- d. The Bid Package should clearly state the terms and conditions for bidding the project.

12. BIDDING, CONTRACTING & CONSTRUCTION REQUIREMENTS FOR CERTAIN MINOR PROJECTS (\$250,000 OR LESS)

- a. If notified by the DECD Project Manager, for certain projects with a total project cost of \$250,000 or less, the grantee may be requested to self monitor the implementation of a project including the procurement of the contractors. In such cases the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. Unless specifically waived by DECD, the grantee's design professional must have the proper professional credentials, i.e. professional engineer or registered architect. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project. The grantee will be required to provide the DECD with the following signed certification documents before the Assistance Agreement Contract between the DECD and the grantee is executed:
- b. Construction Bid Package, Drawings, and Specifications Compliance Certification (page 27)
- c. Construction Monitoring & Close-out Compliance Certification (page 28)

13. MATERIAL AND SERVICES

- a. Many State Department of Administrative Services (DAS) service contracts are available to municipalities and 501(c) Non-Profits for use at the following site:
 - [CTsource Contract Board](#)
- b. If this method is utilized, the DECD grantee must provide the DECD with the DAS Contract number and the latest pricing within the service contract demonstrating that they select the lowest priced contractor. If the lowest priced contractor is unavailable, then the next lowest priced contracted should be contacted.
- c. In cases where the total estimated material cost is below \$25,000, fax, email or letter solicitation for prices is acceptable. However, the DECD grantee must solicit at least three quotations for material.
- d. Individual physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.

14. **ADVERTISING YOUR PROJECT**

The DECD grantee is responsible for notifying the DECD of the Bid Opening date, time, and location as soon as it is determined.

In cases where the total project cost is below \$150,000, bids may be solicited by letter, fax or email. However, the DECD grantee must solicit at least three quotations for such project.

Public Works Projects (on behalf of Municipalities)

- a. Grantees of municipal public works contracts, where state-funding is \$150,000 or more, are required to post the Invitation to Bidders on the State Contracting Portal for a minimum of five (5) business days. The DAS Contracting Portal, where grantees can post an Invitation to Bidders, is located at <http://das.ct.gov/Portal>
- b. These grantees can also run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, The News-Times or the Stamford Advocate. This notice must run for at least two (2) days.
- c. Below is standard language to include in bid notifications for applicable public works project contracts:

For DAS Contracting Portal (CTSource):

This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. State law requires a minimum spending allocation goal of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification as Small Business Enterprises (“SBE”) from the Connecticut Department of Administrative Services (“DAS”). A minimum spending allocation goal of 6.25% of the state-funded portion for subcontractors holding current DAS certification as Minority-, Women-, and/or Disabled-owned businesses (“M/W/DisBE”). The contractor must demonstrate good faith effort to meet the 25% spending allocation goals.

[If you encounter word limit issues]:

This contract is subject to state contract compliance requirements, including spending allocation goals (25% SBE and 6.25% M/W/DisBE) and non-discrimination requirements enforced by the CHRO.

For print media:

This contract is subject to state spending allocation goals and contract compliance requirements.

For bid documents [ITB/IFB/RFP/RFQ and specifications]:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

State law requires a minimum spending allocation goal of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the spending allocation goals.

- d. The Invitation to Bidders must end with the following statement:

“An Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to apply.
This contract is subject to state spending allocation goals and
contract compliance requirements.”

Private Non-Profit Projects

- a. 501(c) Non-Profits are required to run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, or the Stamford Advocate. This notice must run for at least two (2) days. The ad must end with the following statement:

“An Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to apply.”

- b. DECD recommends but does not require the applicant also run a notice in the Public Notices section of a local newspaper. Trade media may also be used for placing project notices. Examples of such media are below.
c. F.W. Dodge Reports (1-800-393-6343); or www.dodge.construction.com
d. New England Construction News/CDC News (888-281-5593), or www.cdcnews.com
e. The Blue Book www.thebluebook.com

15. BONDS/CERTIFIED CHECKS

Bonds can either be in the form of sureties, certified checks, or other forms of bonds generally accepted by the construction industry (e.g., default insurance).

- a. DECD Grantees shall require bid bonds (5% minimum) for contracts or subcontracts exceeding \$100,000 (C.G.S. § 49-41(a)).
b. DECD Grantees shall require a Performance Bond for contracts exceeding \$25,000 or a subcontract exceeding \$50,000 (C.G.S. § 49-41(b)).

- c. DECD Grantees shall require a Labor & Material Payment Bond (for contracts and sub-contracts exceeding \$100,000 (C.G.S. § 49-41).

16. LIQUADATED DAMAGES

- a. For Major Construction/Renovation Projects, the DECD Grantee shall provide an anticipated construction duration period (of days) within the project manual that will be used in the bid package.
- b. As a prerequisite to executing a construction contract with the “Lowest Responsible and Qualified Bidder”, the Contractor shall agree on the substantial completion date in accordance with the plans, project manual, and other contract documents, taking into consideration average weather conditions, availability of labor delivery of materials and equipment.
- c. If the Contractor neglects, fails or refuses to achieve substantial completion of work by the substantial completion date in the executed construction contract, and such delay is not otherwise excused under this contract, then the Contractor shall agree to pay the Owner a liquidated damage for breach of contract for each and every calendar day that the Contractor shall be in default of the project work.
- d. Damages due to Contractor’s delay are difficult to determine and accurately specify so the Owner shall determine the most accurate amount of liquated damages for the project subject to DECD concurrence prior to bidding.

17. INSURANCE

- a. The project’s Assistance Agreement between the DECD and the Grantee should be followed for insurance requirements.
- b. Contractor's Certificate of Insurance shall be required. The grantee is responsible for insuring that the levels are adequate.
- c. State of Connecticut shall be listed as additionally insured under the following coverages:
 - 1. Commercial General Liability - \$1M per occurrence
 - 2. General Aggregate - \$2M
 - 3. Umbrella Liability – If it is provided to the grantee.
- d. Builder’s Risk Insurance, when applicable, should be obtained either through the general contractor or construction manager. A copy of the Builder’s Risk Certificate should be provided to DECD with the State of Connecticut listed as A.T.I.M.A.

- e. The “Hold Harmless” Indemnification endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named.

18. SELECTING THE CONTRACTOR

- a. Lowest Responsible and Qualified Bidder: As used in this section, “lowest responsible and qualified bidder” means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work based on objective criteria considering past performance and information. Invitation to Bid language should include the following: “Bidders will be reviewed and assessed to ensure that they possess the skill, ability and integrity necessary to faithfully perform the work and the bidder that is “lowest, responsible and qualified” will be selected to do the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DECD of the reasons for the rejection and request DECD concurrence. The Commissioner of DECD shall at his/her discretion either approve or deny the grantee’s rejection. The grantee agrees to hold DECD harmless from any and all claims by rejected bidders.
- b. Competitive Bidding - Contracts greater than \$100,000 for DECD–sponsored projects: The grantee will give full opportunity for free, open and competitive bidding for each contract calling for installation, construction, reconstruction, demolition, removal, site improvement work or other similar work. The grantee will ensure the advertisement or call for bids for each such contract and will provide adequate competition. The award of such contract, when made, will be made by the grantee as soon as practicable to the lowest responsible and qualified bidder.
- c. In the event that the grantee does not believe the lowest bidder, as defined in “a” above, to be responsible and qualified, the grantee will notify DECD requesting their concurrence in its choice before executing the general contract. In the event that there are less than three bidders, the grantee shall inform the department and request instructions.
- d. The grantee must notify DECD before the contract is executed.

19. DOCUMENTS TO BE FORWARDED TO DECD AT COMPLETION OF BIDDING:

- a. Completed bid tabulation and a complete copy of the three lowest responsive bids.
- b. Copies of the bid bonds/certified checks from the three lowest responsive bidders.

- c. A copy of advertisements via the DAS Contracting Portal or Public Notice soliciting bids and/or publisher's affidavit from newspapers.
- d. A final copy of bid addendums (if any).
- e. Project design professional's letter of recommendation and grantee's letter of award for acceptance of the lowest responsible bidder.

20. DOCUMENTS TO BE FORWARDED TO DECD POST CONTRACT EXECUTION

- a. One copy of executed contract and grantee's authority to execute (Board Resolution, etc.)
- b. Notice to Proceed
- c. Copy of Performance Bond/Certified Check, Labor and Material Payment Bond/Certified Check, and Power of Attorney for Surety.
- d. Certificate of Insurance from general contractor covering liability and workers' compensation and builder's risk.

Note: Please copy the DECD PM when sending the Long Form or Short Form Good Faith Efforts Plan to CHRO (see Clause #9).

21. CONTRACTOR PAYMENT APPLICATIONS, RETAINAGE, AND CHANGE ORDERS

- a. Change Orders: DECD does not approve or disapprove change orders. The department reserves the right to review each change order, and advise the grantee as to its appropriateness. If the change order is within the scope of the work approved by the Bond Commission, and funding is available (DECD will not request additional funds) the grantee may approve change orders. DECD reserves the right to determine the state funding eligibility of each change order. The contractor must contact CHRO to determine if additional reporting to CHRO is required in connection with the change orders (e.g.: if there is a change in subcontractor(s), if there is an increase or decrease to the contract value).
- b. Vendor Payments: DECD does not approve or disapprove payments to Contractors. Copies of each approved Payment Application shall be sent to the department.
- c. Retainage: No construction contract may provide for any retainage in an amount that exceeds five percent (5%) of the estimated amount of a progress payment for the life of the construction project. If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided,

retainage cannot be paid until 91 days after the date on the Certificate of Substantial Completion.

22. DOCUMENTS TO BE SUBMITTED DURING THE CONSTRUCTION PHASE OF THE PROJECT:

1. Copy of the contractor's approved schedule of values.
2. Copy of the contractor's construction schedule. Any adjustments to the schedule throughout construction must be submitted to DECD.
3. Approved monthly requisitions. Back up materials may be requested.
4. Job meeting minutes.
5. Approved change orders. Back up materials may be requested.
6. Copies of correspondence between Owner, Architect and/or Contractor.

23. DOCUMENTS TO BE SUBMITTED AT THE COMPLETION OF THE PROJECT:

1. Certificate of occupancy (where applicable)
2. Record documents (As Built Drawings in PDF Format)
3. Certificate of Substantial Completion (AIA form G704)
4. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
5. Contractor's Affidavit of Release of Liens (AIA form G706A)
6. Subcontractors and Suppliers Release or Waiver of Liens.
7. Consent of Surety Company to Final Payment (AIA G707)
8. All of the Contractor's Application and Certificate for Payments (AIA form G702, and continuation sheet G703).
9. Proof of completion of remediation (as applicable, and decided by the DECD PM)
 - DEEP Verification Report;
 - Environmental Land Use Restriction (ELUR);
 - DEEP Audit;
 - Remedial Action Report;
 - EPA Report;
 - Abatement Report (Manifests, clearance reports, monitoring reports, etc);
 - Demolition Report;

- Any other relevant assessment/investigation report; and/or,
- Other DECD approved report.

24. CONSTRUCTION MONITORING PROCEDURES

Construction Monitoring covers the development phases of projects from pre-bid activities through construction contract administration to final construction closeout. Functions include oversight of bidding, bid tabulation and recommendation of the lowest responsible bidder, coordination with pre and post bid meetings, review of construction contract documents, review of payment requisitions, change orders, shop drawings as well as construction inspection.

The DECD Construction Specialist is the department's technical support regarding the management and administration of construction projects funded by the State of Connecticut. It will be the responsibility of the grantee to submit the documents listed below, when applicable, to DECD. Electronic submissions are preferred. In addition to electronic submissions, hard copies of certain documents may also be requested.

DECD will determine the extent of state monitoring, oversight and technical assistance for sponsored projects based on factors including estimated total project cost, project complexity and capacity of the applicant. DECD will notify the applicant of monitoring requirements prior to the closing of the state assistance agreement.

25. CONSTRUCTION OVERSIGHT AND TECHNICAL ASSISTANCE:

Construction monitoring and oversight by Project Managers may include:

- Provide technical assistance involving various projects and programs with other offices within DECD.
- Work with Local, State and/or Federal officials during the development phase of a project.
- Conduct site investigations for feasibility of development.
- Review budgets and cost estimates as they relate to construction costs.
- Review plans and specifications for conformance to Agency requirements prior to bidding.
- Assist Developer/Sponsor during the bidding period.
- Review bid documents, bid advertisements, bid instructions and bidding requirements
- Attend and oversee pre-bid inspections, bid openings, construction contract briefings, and construction contract execution meetings.
- Review construction bids, bid bonds, and contractor selection.
- Compliance review of executed construction contract documents received; review contracts, bonds, schedule of values and insurance certificates between Sponsor and General Contractor
- Construction Oversight and Technical Assistance: Monitor progress of work during construction for compliance with agency, state & federal requirements and procedures, (labor and safety standards, wage standards, etc.)
- Conduct periodic inspections of the project construction activities.

- Review the following: construction meeting minutes, proposal requests, change orders; costs, review requisitions and construction periodical payments for work completed; architect's supplemental instructions and directives; and correspondence.
- Review and process payment applications for disbursement of state funds.
- Review materials and products being used in the construction.
- Participate in the final inspection of the construction contract to ensure that the completed work is satisfactory. Review construction contract certificate of completion.
- Review construction closeout procedures with sponsor prior to acceptance of a project.
- Review construction closeout documentation prior to acceptance of a project, including certificates of occupancy and record documents. Certificates of substantial completion, affidavits of payments of debts, releases of liens, lien waivers, final applications and certificates for payment must also be reviewed.

26. ATTACHMENTS

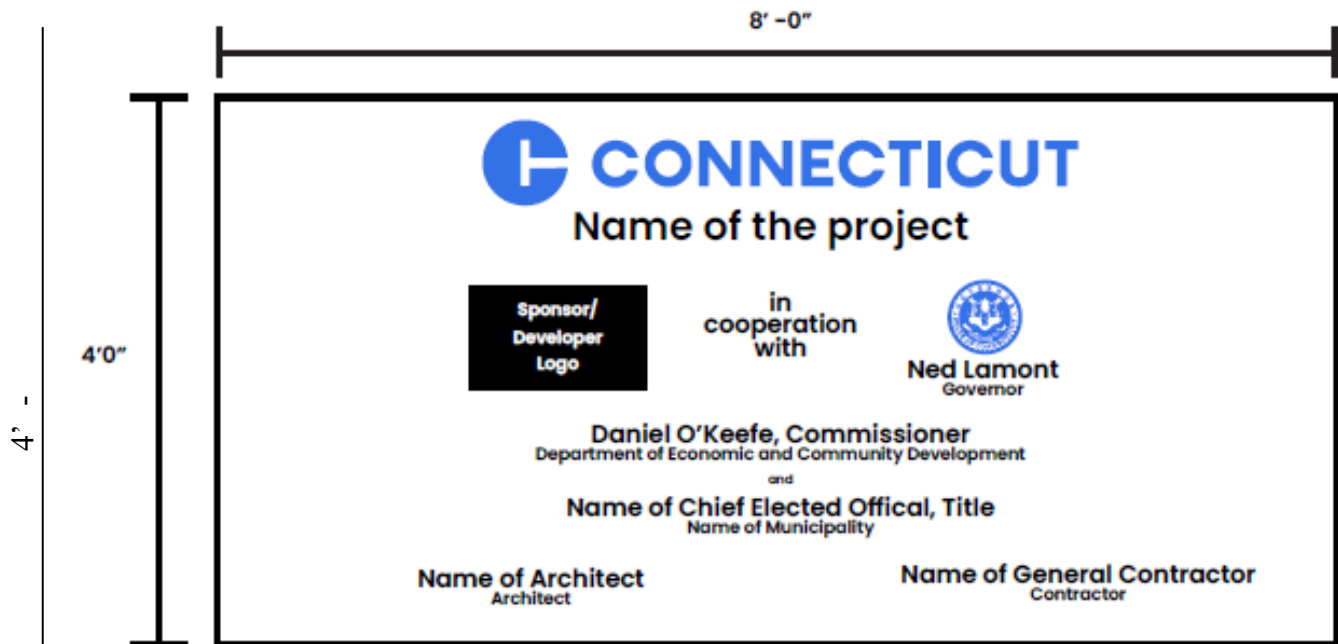
State Sign Template (page 22)

State Seal & DECD Logo (page 23)

CHRO Notice (pages 24)

Construction Compliance Certification Forms (25-26)

DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT PROJECT SIGN



Sign Panel

¾" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE

Colors

ALL LETTERS AND SYMBOLS ARE TO BE BLACK. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK

Typeface

POPPINS SEMI-BOLD. NAME OF PROJECT IS TO BE BIGGER THAN ANY NAMES. TITLES OF LEADERS IS TO BE SMALLER THAN THEIR NAMES. FONT IS ATTACHED.

Colors

ALL LETTERS AND SYMBOLS ARE TO BE BLACK. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK

Location

SIGN MUST BE LOCATED WHERE IT IS CLEARLY VISIBLE TO THE PUBLIC

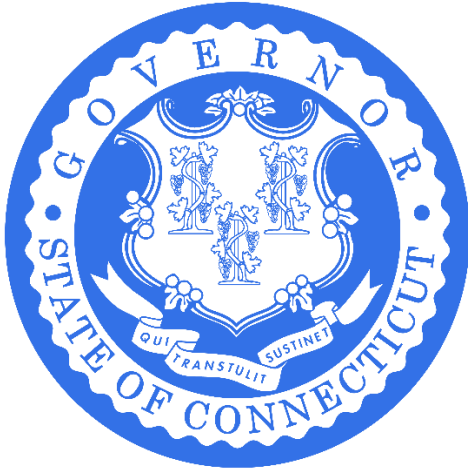
Timing

INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION

State & Governor Logo

ATTACHED

STATE SEAL



DECD LOGO



CHRO NOTICE

Visit <https://portal.ct.gov/chro/contract-compliance/contract-compliance/forms-and-reports> for more information.



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Contract Compliance Unit– 450 Columbus Boulevard, Suite 2, Hartford, CT 06103

Promoting Equality and Justice for all People

IMPORTANT UPDATES TO STATE CONTRACT COMPLIANCE REQUIREMENTS

Effective October 1, 2025, Connecticut law has been updated to strengthen requirements for public works projects. Contractors and awarding agencies should review the changes below to ensure timely compliance.

Key Statutory Changes

- For public works contracts entered into after October 1st, plans will only need to be submitted when the state-funding is \$150,000 or more.
- Good Faith Efforts (GFE) Plans replace Set-Aside Plans and Affirmative Action Plans.
- Spending Allocation Goals (SAGs) replace prior set-aside percentages.
 - Until further changes go into effect July 1, 2026, goals will remain 25% of the state-funded contract value for SBEs and 6.25% of the state-funded contract value for MBEs.
 - Awarding agencies must notify CHRO of project SAGs when bids are released.

AT A GLANCE:

- Threshold for public works contracts raised to \$150,000
- Reduced Plan Requirements
- Monthly Monitoring Forms Eliminated

Plan Format:

- Plans will no longer require policy statements or internal/external communications be submitted.
- The sections on monitoring forms have been revised.
- For the most recent version of the plan template, please go to our [website](#).

Monthly Reports:

- Effective October 1, 2025, Monthly Reports will no longer be required for all projects, including those started prior to the effective date.

Compliance at Close-Out:

- Within 45 days of substantial completion, contractors must submit: subcontractor payment documentation, lien waivers, and any outstanding subcontract notifications.

Prompt Payment:

- General contractors must pay subcontractors within 15 days of the due date, unless there is a bona fide dispute.

Enforcement and Penalties:

- Failure to file plans, meet deadlines, or make good faith efforts will be subject to enforcement that may lead to:
 - Withholding of contract payments
 - Disqualification from future bidding
 - Civil penalties and legal action by CHRO

What's Next

- New forms and documentation requirements will be made available ahead of the July 1, 2026 implementation of project-specific goals.

Main (860) 541-3400 ~ Fax (860) 248-5265
www.ct.gov/chro ~ Toll Free in Connecticut (800) 477-5737 ~ TDD (860) 541-3459

Affirmative Action/Equal Opportunity Employer

MINOR PROJECT COMPLIANCE CERTIFICATION FORMS
(\$250K AND LESS – AS APPLICABLE)

BID PACKAGE, DRAWINGS AND SPECIFICATIONS

GRANTEE: _____

PROJECT NAME AND MUNICIPALITY: _____

I, _____, as the responsible grantee do hereby certify that the construction documents (Bid Package, Drawings & Specifications) shall be completed by a licensed professional engineer or architect for the above project and certify the following:

1. A complete copy of the Bid Package and Invitation to Bid shall be submitted to or reviewed by the Department of Economic & Community Development (DECD).
2. The Drawings and or Specifications for the above Project shall cover the scope of work, as identified in the DECD Financial Assistance Proposal.
3. The DECD Bidding, Contracting and Construction Guidelines for State Programs have been thoroughly reviewed by the grantee and/or qualified design professional.
4. The Bid Package shall be technically correct and complete and shall clearly show that all of the DECD terms and conditions for bidding the project shall be met.

Signed _____

Title: _____

Address _____

Telephone _____ Date _____

CONSTRUCTION CONTRACT AND MONITORING

GRANTEE: _____

PROJECT NAME AND MUNICIPALITY: _____

I, _____, and as the responsible grantee do hereby certify that the bid results shall be reviewed by a licensed professional engineer or architect for the above project and certify the following:

1. The qualified design professional shall assess and tabulate all of the bids and shall make a recommendation to award the bid to the lowest responsible bidder whose bid shall be the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.
2. The required bid result documentation shall be submitted to DECD at the completion of bidding before the grantee moves forward with executing the construction contract.
3. The lowest responsible bidders executed contract, grantee's authority to execute, and all other documentation required by the DECD once the general contract is executed shall be forwarded to the DECD before construction commences.
4. It shall be the responsibility of the grantee to provide construction oversight and inspection on the project by following all of the procedures and submitting all of the documentation indicated in the Construction Monitoring Procedures.

Signed _____

Title: _____

Address _____

Telephone _____ Date _____

**CITY OF NORWALK
PURCHASING DEPARTMENT
BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Priority Landscaping LLC
Bidder's Name

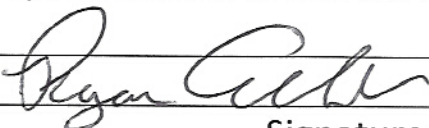
4 Nicoles Ct
Street Address

Brookfield	CT	06804
City	State	Zip

Business Telephone: 203-546-8478

Email Address: Prioritylandscapingllc@gmail.com

Ryan Ackell-Managing Member
Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
 Signature	8/12/26 Date

PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. **BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB.**

Exceptions must be declared below in order to be considered by the City:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name - Priority Landscaping LLC		
Address - 4 Nicoles Ct, Brookfield, CT 06804		
Phone - 203-546-8478	Fax - n/a	Email - prioritylandscapingllc@gmail.com
Manager - Ryan Ackell		Fed ID# 32-0339039

The undersigned hereby declares that they have carefully examined the plans, specifications and project site and has satisfied themselves as to all the quantities and conditions and understands that in signing this proposal they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and to, or required by the Request for Bid shall become public record upon delivery to the City.

1. The following prices shall apply to this project:

A	Total Lump Sum Bid	\$ 340,000.00
	Total Lump Sum Bid in Words	Three Hundred and Forty Thousand Dollars and Zero Cents

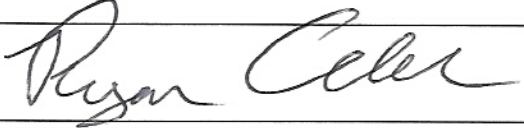
CITY OF NORWALK
PURCHASING DEPARTMENT

B	ALT-1 Electrical Work	\$ 65,000.00
	Total ALT-1 Electrical Work in Words	Six five thousand dollars and zero cents

2.

Bid Security in the form of a (check one) is attached.	X	Bond		Certified Check
Cost for performance bond <u>included in lump sum</u>	\$	per thousand dollars		

Submitted by:

Print Name of Authorized Agent of Company	Ryan Ackell
Signature of Authorized Agent of Company	
Date	8/12/26

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	15	
2.	Number of personnel employed:	Part Time	Full Time
		1	7

3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.
See attached			

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
ETC Electrical	West Haven, CT	Peter K. Antonian	203 283-6606	Electric
Russ Degrazia Inc	Brookfield, CT	Russ Degrazia	203 512-6403	Plumbing

CITY OF NORWALK

PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☒	limited liability corporation
	☐	limited liability partnership,
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		☒	
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
		☒	

7. Provide CT eLICENSE (https://www.elicense.ct.gov) and Business Registration (https://business.ct.gov/?language=en_US)	HIC:0632651 ALEI: 1035109
---	----------------------------------

8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:				
Business Name				
Address				
City		State		Zip
Name of Agent				

CITY OF NORWALK PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the **latest version of Internal Revenue Service (IRS) W-9 Form** with your submission. Here is the URL to the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name: JMG Insurance	Tel: 203-838-5554
Agency Address: P.O Box 700, Norwalk CT 06852	Email: Services@jmg.com

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

Priority Landscaping LLC
4 Nicoles Ct,
Brookfield, CT 06804
Ryan Ackell, Managing member 203-546-8478 Prioritylandscapingllc@gmail.com

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

Scope and services for Bid 4527- Meadow Street Park Renovation

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☒

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☐ NO ☒

If your answers to Questions 3 and 4 are BOTH "NO", thank you for completing the IT Information Security Questionnaire.

If one or both questions are "YES", please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

1.

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

LLC

8. **How many employees and contingent workers do you have in your organization?**
1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?
YES ☒ NO ☐

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I, Ryan Ackell of Priority Landscaping LLC
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the Priority Landscaping LLC
Company Name
4 Nicoles Court
Street
Brookfield, CT 06804
City

and all of its subcontractors will pay all workers on the

No. 4527 meadow Street Park Renovation
Project Name and Number

Norwalk, CT
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Ryan Ackell
Signed

Subscribed and sworn to before me this 12th day of August, 2026

Olivia Tremont
Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

OLIVIA TREMONT
NOTARY PUBLIC
My Commission Expires Sept. 30, 2027

Rate Schedule Issued (Date): 7/30/26

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Priority Landscaping LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

4 Nicoles Court

6 City, state, and ZIP code

Brookfield, CT 06804

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

3 2 - 0 3 3 9 0 3 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Ryan Ackell

Date

8/12/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Current Projects:

Name of Project: Cider Mill Drainage Improvements

Owner: Town of Wilton

Contract Amount: \$258,980.00

Name of Project: Lione Park Site and Delaware Ave Improvements

Owner: City of Stamford

Contract Amount: \$849,810.00

Name of Project: Weston Center Intersection and Pedestrian Safety Improvements

Owner: Town of Weston; 56 Norfield Road

Contract amount: \$1,558,517.10

Name of Project: Southport Community Connectivity Project

Owner: Town of Fairfield

Contract amount: \$870,284.38

Prior Project References:

Name of Project: Adams Avenue and Ward Street Curbing and Sidewalk Project

Owner: City of Norwalk

Contract amount: \$771,240

Completion Date: July 2026

Contact: Greg Pacelli

Gpacelli@norwalkct.gov

203-854-7275

Name of Project: Scofieldtown Dog Park Construction

Owner: City of Stamford

Contract amount: \$632,950.00

Completion Date: June 2026

Contact: Luke Bittenwieser

LBittenwieser@StamfordCT.gov

203-977-1742

258 Whisconier Road Brookfield Connecticut 06804

Phone: 203.546.8478

Website: www.prioritylandscapingct.com

Email: prioritylandscapingllc@gmail.com

AA/EOE DAS Prequalified Construction Contractor





Name of Project: John Pettibone Community Center Sidewalk Access Improvement-Phase I
Owner: Town of New Milford
Contract amount: \$75,776.00
Completion Date: July 2025
Contact: Chuck Ballard
cballard@newmilfordct.gov
860-355-6040

Name of Project: Brooksville Culvert Replacement Construction
Owner: Department of Energy and Environmental Protection
Contract amount: \$485,000.00
Completion Date: April 2025
Contact: Samuel Lindren
Sam.Lindgren@ct.gov
860-990-9318

Name of Project: Cross Highway Sidewalk Improvements
Owner: The Town of Westport
Contract amount: \$648,935.00
Completion Date: March 2025
Contact: Steve Edwards
Sedwards@westportct.gov
203-515-2560

Name of Project: Downtown Connectivity Bike and Pedestrian Improvements
Owner: Borough of Naugatuck
Contract amount: \$643,170
Completion Date: September 2024
Contact: James Stewart
Jstewart@naugatuck-ct.gov
203-720-7072

Name of Project: Weston Community Connectivity Project
Owner: Town of Weston; 56 Norfield Road
Contract amount: \$728,727
Month/Year Completed: October 2023
Contact: Larry Roberts
Lroberts@westonct.gov
203-818-7705

258 Whisconier Road Brookfield Connecticut 06804
Phone: 203.546.8478
Website: www.prioritylandscapingct.com
Email: prioritylandscapingllc@gmail.com
AA/EOE DAS Prequalified Construction Contractor



PRIORITY
Landscaping

Name of Project: Riverside Avenue Park Improvements

Owner: Town of Westport; 110 Myrtle Avenue

Contract amount: \$405,000

Month/year Completed: October 2022

Contact: Steve Edwards

Sedwards@westportct.gov

203-515-2560

Name of Project: Maple Avenue South Sidewalk

Owner: Town of Westport

Contract amount: \$235,733

Month/Year Completed: August 2022

Contact: Steve Edwards

Name of Project: Removal/Disposal of deposited sediment within watercourse

Owner: City Of Norwalk. 125 East Avenue

Contract amount: \$729,000

Month/Year Completed: May 2022

Contact: Drew Berndlmaier

Dberndlmaier@norwalkct.org

203-854-7879

258 Whisconier Road Brookfield Connecticut 06804

Phone: 203.546.8478

Website: www.prioritylandscapingct.com

Email: prioritylandscapingllc@gmail.com

AA/EOE DAS Prequalified Construction Contractor



3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I – Bidder Information

Company Name: Priority Landscaping LLC Street Address: 4 Nicoles Ct City & State: Brookfield, CT 06804 Chief Executive: Ryan Ackell	Bidder Federal Employer Identification Number: 32-0339039 Or Social Security Number:
Major Business Activity: Earthwork (brief description) Sitework Landscaping Excavation	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes ☐ No ☐ -Bidder is a minority business enterprise? Yes ☐ No ☐ (If yes, check ownership category) Black ☐ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☐ Female ☐ -Bidder is certified as above by State of CT? Yes ☐ No ☐
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ☒ No ☐	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ☒ No ☐
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ☒ No ☐	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ☒ No ☐
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ☒ No ☐	9. Does your company have a mandatory retirement age for all employees? Yes ☐ No ☒
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ☒ No ☐	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ☐ No ☐ N/A ☒
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ☒ No ☐	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ☐ No ☐ N/A ☒
6. Does your company have a collective bargaining agreement with workers? Yes ☐ No ☒	12. Does your company have a written affirmative action Plan? Yes ☒ No ☐ If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ☐ No ☐	
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes ☐ No ☐	13. Is there a person in your company who is responsible for equal employment opportunity? Yes ☒ No ☐ If yes, give name and phone number: Ryan Ackell- managing member 203-546-8478

1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

Planters Choice
Atlas Fence
E.T.C Electrical
OTG Industries.

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☒

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management	1	1									
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	1		1								
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction	6	1				5					
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	8	2	1			5					
Total One Year Ago	7	4	2					1			
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

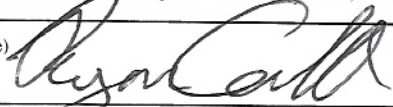
*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	☐	☐		X	Work Experience	
Private Employment Agencies	☐	☒			Ability to Speak or Write English	
Schools and Colleges	☐	☒			Written Tests	
Newspaper Advertisement	☐	☒			High School Diploma	
Walk Ins	☐	☒			College Degree	
Present Employees	☒	☐	50%		Union Membership	
Labor Organizations	☐	☒			Personal Recommendation	
Minority/Community Organizations	☐	☒			Height or Weight	
Others (please identify)	☒	☐			Car Ownership	
ziprecruiter	☐	☐	50%		Arrest Record	
	☐	☐			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) Managing member	(Date Signed) 8/12/20	(Telephone) 203-546-8478
--	----------------------------	--------------------------	-----------------------------

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Priority Landscaping LLC

4 Nicoles Court

Brookfield, CT 06804

OWNER:

(Name, legal status and address)

City of Norwalk

125 East Avenue

Norwalk, CT 06851

BOND AMOUNT: \$

Ten Percent of Attached Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

4527 - Meadow Street Park Renovation

SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company

303 Congress Street, Suite 502

Boston, MA 02210

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

nit.

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User Notes:

(1177639241)

Signed and sealed this 14th day of August , 2026

Clivie Thorne
(Witness)

Randall J. Leclerc
(Witness)
Randall J. Leclerc, Client Service Representative

Priority Landscaping LLC

(Contractor as Principal)

(Title)

United Casualty and Surety Insurance Company

(Surety)

(Title)

Mark D. Leskanic, Attorney-in-Fact



POWER OF ATTORNEY

171333

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Mark D. Leskanic, Matthew Leskanic, Greg Angel, Colin Warner, Lauren Leskanic

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Five Million & 00/100 Dollars (\$5,000,000.00)**. This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 14th day of January, 2025

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company



Corporate Seals

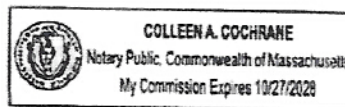
R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 14th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 14th day of August, 2026

Corporate Seals



Robert F. Thomas
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

City of Norwalk
125 East Ave
Room 225
Norwalk, CT 06851

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

Permit # R4263

Status Tentative

Date of Issue Sep 3, 2026 2:43 PM

Expiration Date Oct 3, 2026

Customer Name	Jim Walsh - 9066	Work Phone Number	(203) 854-3001
Customer Type	General Public	Email Address	jwalsh@norwalkct.gov
Mailing Address	1 Monroe Street Norwalk, CT 06854		
System User	rkovacs		

Rental Fee	\$570.00
Discounts	\$0.00
Subtotal	\$570.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$570.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$570.00

Norwalk Police PAL 5k & Mile Walk Halloween Costume Fun Run		1 resource(s)	1 booking(s)	Subtotal: \$570.00
Booking Summary				
Calf Pasture Beach (Event)		Center: Calf Pasture Beach		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Sat, Oct 31, 2026 8:00 AM	Sat, Oct 31, 2026 11:00 AM	220	\$0.00	
Resource level fees			\$570.00	

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
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? Food trucks not allowed at Calf Pasture or Shady Beach	No
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)	No
If so, how many (Up to 2 allowed. Food trucks not allowed at Calf Pasture or Shady Beach)	n/a

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, it's 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

Facility - Rental Agreement

Oct 31, 2026

Jim Walsh

Unsigned

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT

TERMS AND REQUIREMENTS

- 1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.
- 2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.
- 3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.
4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully

responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT
6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified
7. The RENTER shall not:
- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
 - Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
 - The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City’s property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER’s use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney’s fees), of any character, name or description arising out of the RENTER’s use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER’s permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER’s property or that of RENTER’s licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein.

Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or

cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature _____

Payment Schedules

Original Balance: \$570.00 Current Balance: \$570.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Sep 3, 2026	\$570.00	\$0.00	\$0.00	\$570.00

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk

Mailing Address: 125 East Ave, Room 225, Norwalk, CT 06851
 Phone Number: (203) 854-7806
 Email Address: recreation@norwalkct.gov

Jim Walsh

Customer ID: 9066
 Mailing Address: 1 Monroe Street, Norwalk, CT 06854
 Work Phone Number: (203) 854-3001
 Email Address: jwalsh@norwalkct.gov

City of Norwalk
125 East Ave
Room 225
Norwalk, CT 06851

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

Permit # **R4197**
Status Tentative
Date of Issue Aug 19, 2026 4:49 PM
Expiration Date Sep 18, 2026

Customer Name	Norman Weinberger - 18646	Work Phone Number	(203) 866-0080
Customer Type	General Public	Home Phone Number	(203) 866-0080
Mailing Address	1 Moodys Lane Norwalk, CT 06851	Cell Phone Number	(203) 858-7310
		Email Address	nweinberger@norwalkriverrowing.org
System User	rkovacs	Payer	Norman Weinberger

Rental Fee	\$400.00
Discounts	\$0.00
Subtotal	\$400.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$400.00
Total Payment	\$400.00
Refunds	\$0.00
Balance	\$0.00

Norwalk River of Hope		1 resource(s)	1 booking(s)	Subtotal: \$400.00
Booking Summary				
Veterans Memorial Park (Event)		Center: Veterans Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Sat, Sep 26, 2026 10:00 AM Setup 10:00 AM - 11:00 AM	Sat, Sep 26, 2026 12:00 PM	100	\$0.00	
Resource level fees			\$400.00	

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
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? Food trucks not allowed at Calf Pasture or Shady Beach	No
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)	No

If so, how many (Up to 2 allowed. Food trucks not allowed at Calf Pasture or Shady Beach)	No
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)	90
What is the setup time?	9am
What type of event?	Family/Friend Gathering
<i>Please describe your event in detail.</i>	<i>Rowing Memorial Ceremony</i>
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Light refreshments and speakers, microphone
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?	No
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	No
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 26, 2026	Norman Weinberger	Unsigned

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, it's 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

Facility - Rental Agreement

Sep 26, 2026

Norman Weinberger

Unsigned

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT

TERMS AND REQUIREMENTS

- 1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.
- 2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.
- 3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.
4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully

responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT
6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified
7. The RENTER shall not:
- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
 - Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
 - The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City’s property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER’s use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney’s fees), of any character, name or description arising out of the RENTER’s use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER’s permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER’s property or that of RENTER’s licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein.

Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or

cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature _____

Payment and Refund

RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1009011.002	Aug 20, 2026	Rental Fee- Park- Groups 100-249	Norwalk River of Hope	Veterans Memorial Park	\$400.00

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk

Mailing Address: 125 East Ave, Room 225, Norwalk, CT
06851
Phone Number: (203) 854-7806
Email Address: recreation@norwalkct.gov

Norman Weinberger

Customer ID: 18646
Work Phone Number: (203) 866-0080
Home Phone Number: (203) 866-0080
Cell Phone Number: (203) 858-7310
Email Address: nweinberger@norwalkriverrowing.org

City of Norwalk Online
125 East Ave.
Room 225
Norwalk, CT 06851

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

Permit # R4191

Status Tentative

Date of Issue Aug 17, 2026 2:29 PM

Expiration Date Sep 16, 2026

Customer Name	Kristin Schnitzler - 18625	Work Phone Number	(203) 219-0208
Customer Type	General Public	Home Phone Number	(203) 219-0208
Mailing Address	155 Townsend Terrace Norwalk, CT 06512	Cell Phone Number	(203) 219-0208
		Email Address	krisschnitzler@gmail.com
System User	Internet User		

Rental Fee	\$570.00
Discounts	\$0.00
Subtotal	\$570.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$570.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$570.00

OrangeTheory Fitness 2026 Dri Tri		1 resource(s)	1 booking(s)	Subtotal: \$570.00
Booking Summary				
Veterans Memorial Park (Event)		Center: Veterans Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Sat, Oct 24, 2026 7:00 AM	Sat, Oct 24, 2026 2:00 PM	245	\$0.00	
Resource level fees			\$570.00	

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	Yes
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? Food trucks not allowed at Calf Pasture or Shady Beach	No
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)	No
If so, how many (Up to 2 allowed. Food trucks not allowed at Calf Pasture or Shady Beach)	n/a

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

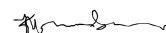
1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, 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, it's 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



Facility - Rental Agreement

Oct 24, 2026

Kristin Schnitzler

Waiver Signed by: Kristin
Schnitzler on Aug 17, 2026

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT

TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

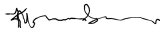
Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature 

Payment Schedules

Original Balance: \$570.00 Current Balance: \$570.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 24, 2026	\$570.00	\$0.00	\$0.00	\$570.00

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk Online
Mailing Address: 125 East Ave., Room 225, Norwalk, CT 06851
Phone Number: (203) 854-7806
Email Address: recreation@norwalkct.gov

Kristin Schnitzler
Customer ID: 18625
Work Phone Number: (203) 219-0208
Home Phone Number: (203) 219-0208
Cell Phone Number: (203) 219-0208
Email Address: krisschnitzler@gmail.com

City of Norwalk Online
125 East Ave.
Room 225
Norwalk, CT 06851

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

Permit # R4240
Status Tentative
Date of Issue Aug 28, 2026 2:01 PM
Expiration Date Sep 27, 2026

Customer Name	Wolfpit PTA - 14323	Home Phone Number	(203) 899-2980
Customer Type	General Public	Email Address	Wolfpitpta@gmail.com
Mailing Address	1 Starlight Drive Norwalk, CT 06851		
System User	Internet User		

	Rental Fee	\$0.00
	Discounts	\$0.00
	Subtotal	\$0.00
	Deposits	\$1,000.00
	Deposit Discounts	\$0.00
	Total Permit Fee	\$1,000.00
	Total Payment	\$0.00
	Refunds	\$0.00
	Balance	\$1,000.00

Pumpkin Fest	1 resource(s)	1 booking(s)	Subtotal: \$1,000.00
Booking Summary			
Wolfpit Elementary School Field (Field Rental)		Center: Wolfpit Elementary School	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Oct 17, 2026 8:00 AM	Sat, Oct 17, 2026 6:00 PM	500	\$0.00
Setup	Cleanup		
8:00 AM - 12:00 PM	4:00 PM - 6:00 PM		
Resource level fees			\$1,000.00

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Field Requested- Type in your selected facility/field.	upper fields
Is there a 2nd date in mind or a rain date or location?	October 18
What is the setup time?	8:00am - Event 12-4pm
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Cars/vendors will be in the parking lot.

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Deposit							
EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
Pumpkin Fest	Wolfpit Elementary School Field	Security Deposit	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

Payment Schedules				Original Balance: \$1,000.00 Current Balance: \$1,000.00			
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE			
Oct 17, 2026	\$1,000.00	\$0.00	\$0.00	\$1,000.00			

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk Online
Mailing Address: 125 East Ave., Room 225, Norwalk, CT 06851
Phone Number: (203) 854-7806
Email Address: recreation@norwalkct.gov

Wolfpit PTA
Customer ID: 14323
Home Phone Number: (203) 899-2980
Email Address: Wolfpitpta@gmail.com

City of Norwalk Online
125 East Ave.
Room 225
Norwalk, CT 06851

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

Permit # **R4206**
Status Tentative
Date of Issue Aug 20, 2026 9:39 AM
Expiration Date Sep 19, 2026

Customer Name	Anna Breault - 1255	Work Phone Number	(203) 854-7336
Customer Type	General Public	Home Phone Number	(203) 854-7336
Mailing Address	125 East Avenue Norwalk, CT 06851	Email Address	abreault@norwalkct.gov
System User	Internet User		

Rental Fee	\$400.00
Discounts	\$0.00
Subtotal	\$400.00
Deposits	\$1,000.00
Deposit Discounts	\$0.00
Total Permit Fee	\$1,400.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$1,400.00

Halloween Nightfair	1 resource(s)	1 booking(s)	Subtotal: \$1,400.00
Event Notes: Rental fee: \$400 Site security deposit: \$1,000			
Booking Summary			
Washington St. Plaza (Event)	Center: Washington St. Plaza		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Oct 24, 2026 2:00 PM	Sat, Oct 24, 2026 10:00 PM	100	\$0.00
Resource level fees			\$1,400.00

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? Food trucks not allowed at Calf Pasture or Shady Beach	No
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 Calf Pasture or Shady Beach)	na
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)	1000
What is the setup time?	9am
What type of event?	Programs
<i>Please describe your event in detail.</i>	<i>4th Annual Halloween Nightfair - a lively street festival for all ages</i>
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	20x30 stage (ARC SSL), carnival rides, picnic tables
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)	No
Will you be using display advertising?	No
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?	No

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Oct 24, 2026	Anna Breault	Waiver Signed by: Anna Breault on Aug 20, 2026

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, it's 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



Facility - Rental Agreement

Oct 24, 2026

Anna Breault

Waiver Signed by: Anna
Breault on Aug 20, 2026

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT

TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.



Signature

Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
Halloween Nightfair	Washington St. Plaza	Security Deposit	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

Payment Schedules

Original Balance: \$1,400.00 Current Balance: \$1,400.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 24, 2026	\$1,400.00	\$0.00	\$0.00	\$1,400.00

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk Online

Mailing Address: 125 East Ave., Room 225, Norwalk, CT 06851

Phone Number: (203) 854-7806

Email Address: recreation@norwalkct.gov

Anna Breault

Customer ID: 1255

Mailing Address: 125 East Avenue, Norwalk, CT 06851

Work Phone Number: (203) 854-7336

Home Phone Number: (203) 854-7336

Email Address: abreault@norwalkct.gov

Regulations of the Department of Recreations and Parks



Norwalk, Connecticut

PARKS AND RECREATION

GENERAL PROVISIONS

Sec. 1-1 Definitions.

Sec. 1-2 Park Property.

Sec. 1-3 Wild Life.

Sec. 1-4 Pets.

Sec. 1-5 Picnicking and Camping.

Sec. 1-6 Sanitation.

Sec. 1-7 Conduct and Behavior.

Sec. 1-8 Traffic.

Sec. 1-9 Operating Policies.

Sec. 1-10 Permits.

Sec. 1-11 Equestrians.

Sec. 1-12 Violations and Penalties.

Sec. 1-13 Severability.

All Persons entering or utilizing any Park, including its facilities, beaches, trails, open spaces, and recreational areas are subject to the regulations set forth herein.

Sec. 1-1. Definitions.

For the purpose of these rules, the following terms, phrases and words shall have the meaning given herein:

- a. "Animal" means mammal, reptile, amphibian, bird and fish.
- b. "Applicant" means any Person who submits a request to the Director for a Park permit.
- c. "Camping" means any overnight stay in a Park or on City property.
- d. "City" means the City of Norwalk, Connecticut.
- e. "Committee" means the Recreation, Parks and Cultural Affairs Committee of the City Council, or its successor.
- f. "Council" means the City Council of the City of Norwalk.
- g. "Director" means the Director of Recreation and Parks of the City, or their designated agent.
- h. "Park" means a City owned park, playground, tennis court, platform tennis court, skating rink, bowling green, community center ball field, beach, boating facility, boat basin, marina, recreation place or facility, open space or any other area, place, building or structure in the City owned or used by the City and devoted to active or passive recreation.
- i. "Person" means any natural person, individual, company, corporation, limited liability company, partnership association, syndicate, trust, joint venture, business or other legal entity of any kind
- j. "Picnic" means an organized gathering of a group of people with food and/or drink.
- k. "Public" means City owned as opposed to privately owned.

Sec. 1-2. Park Property.

- A. No Person shall willfully mark, deface, disfigure, injure, tamper with, or displace or move any building or structure or any part or parts thereof or the equipment or furnishings thereof, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines, or other Public utilities or parts or appurtenances thereof, signs, notices, stakes, posts, boundary markers, fences, or other structures or equipment, facilities or Public property or appurtenances whatsoever, either real or personal. Examples include, but are not limited to, graffiti and posting private signage in a Park.
- B. No Person, except for the City maintenance staff or a third-party contractor engaged by the City shall dig or remove sand, soil, rock, stones, trees, shrubs, plants, grass, down trees or other wood or materials or make any excavation by tool, equipment or other means or agency.
- C. No Person, except for City maintenance staff or a third-party contractor engaged by the City shall damage, cut, carve, transplant, or remove any grass, plant or tree or injure the bark thereof, or pick the flowers or seeds of any grass, plant or tree, nor shall any Person attach any rope, wire or other contrivance to any tree or plant or do any digging in the Park damaging the landscape.
- D. No Person shall climb, walk, stand, or sit upon any tree, monument, fountain, railing, fence or any other equipment, furnishings, or structure in a Park not designed or customarily used for such purposes.
- E. Nothing herein shall prevent the Director from carrying out proper maintenance of Park or constructing facilities and improvements as authorized by responsible City agencies.

- F. No Person shall golf in any Park, except Oak Hills. Frisby golf is allowed in Parks where it has been approved.
- G. No Person shall use a metal detector at any Park.
- H. No glass bottles shall be permitted in any Park.
- I. No cigars, pipes, vape products or cannabis shall be permitted in any Park. Cannabis is allowed at Art Park on West Avenue.

Sec. 1-3. Wildlife.

- A. Except for City maintenance staff or a third-party contractor engaged by the City, no Person shall hunt, molest, harm, frighten, kill, trap, chase, tease, shoot, or throw any object at any Animal nor shall they remove, collect, or have in their possession the young of any Animal, the nest of any Animal or the eggs of any Animal.
- B. Except for City maintenance staff or a third-party contractor engaged by the City, no Person shall give or offer, or attempt to give any Animal any poison or other known noxious substance.
- C. Fishing shall be permitted with proper licenses, only in those waters designed by the Director. The use of nets or seines is expressly prohibited.
- D. No Person shall use, carry, or possess firearms (other than by firearms permit), air rifles, spring guns, bows and arrows, slings, or any kind of trapping device, or any other weapons or explosives potentially dangerous to Animals or human safety.
- E. Notwithstanding the provisions of paragraph D above, a Person possessing a valid hunting license and a valid waterfowl stamp may, during the waterfowl hunting season, transport an unloaded shotgun, with action open, across Veteran's Park, Calf Pasture Beach, or Shady Beach from the parking area or entrance to the nearest hunting area by the most expeditious route.

Sec. 1-4. Pets.

- A. With the exception of the dog parks identified below in Sections 1-4(A)(1-3), no owner, keeper or Person having charge of a dog, or other Animal, shall permit or allow or be responsible for permitting or allowing such dog, or other Animal, on any Park, school, or City property, other than a service dog.
 - 1. Dogs shall be allowed off leash at Taylor Farm Park if the owner, keeper or Person taking charge of the dog is present and has it under command. The owner, keeper or Person having charge of the dog must clean up and properly dispose of pet waste.
 - 2. Dogs shall be allowed at Oyster Shell Park only while on a leash unless designated otherwise. Within Oyster Shell Park there shall be a designated enclosed area where dogs shall be allowed to run loose or roam off leash. After entering the enclosed area and closing the gate, the dog can be taken off leash and allowed to run loose or roam within the confines of the dog park fenced as long as the

owner, keeper or Person having charge of the dog is present and has it under command. Dogs shall not be allowed on the playground at Oyster Shell Park. The owner, keeper or Person having charge of the dog must pick up after it.

3. Dogs shall be allowed on the trails at Cranbury Park while on leash or under voice control so as to not unreasonably interfere with the enjoyment of the Park by others. Within the confines of the dog park at Cranbury Park, dogs can be taken off leash and allowed to run loose or roam within its confines as long as the owner, keeper or Person having charge of the dog is present and has it under command. Dogs shall not be allowed on the Great Lawn, Playground, Tea Garden, Patios or Pavilion at Cranbury Park. The owner, keeper or Person having charge of the dog must pick up after it.
- B. Pursuant to General Statutes § 22-357, all dog owners and/or keepers shall be liable for all damage or injury that their dog may cause or inflict. Further, if the dog owner and/or keeper is a minor, the parent or guardian of such minor shall be held liable for any such damage or injury.
- C. Nothing herein shall prevent the Director from prohibiting dogs, or other Animals, from specific Parks, recreational places or facilities, buildings or structures or any part thereof.
- D. No dog shall be allowed on the beach except service dogs. The owner shall be responsible for the cleaning up and proper disposal of pet waste matter of the owners' dog.

Sec. 1-5. Barbeques, Cookouts, Picnicking and Camping.

- A. Groups of more than fifteen (15) Persons shall not Picnic, barbeque or have a cookout in a Park without a reservation and then only in an area designated by the Director
- B. No Person shall use any portion of the Picnic areas or any building or structure therein for the purpose of having a Picnic to the exclusion of others, except if that Person has a permit for that time and location.
- C. Any Person who has a permit to Picnic shall use the area permitted for the time slot that is permitted and visible on the permit.
- D. Camping is not permitted at any Park, except through a special permit issued by the Director.
- E. Open fires are not permitted at any Park, except the cooking grilles at Shady Beach or through a special permit issued by the Director. Any Person who utilized the cooking grilles shall completely and properly extinguish them before leaving the Park.

Sec. 1-6. Sanitation

- A. All Persons shall use Park restrooms in a neat and sanitary way.
- B. No Person shall dress or undress in any portion of the Park, except in buildings or areas designated for such purposes.

- C. No Person shall throw, discharge, or place, or cause to be thrown, discharged, or placed, any substance, matter or thing, liquid or solid, in the waters in any Park that will or may result in the pollution of said waters. (Sec.74-32, Code of the City of Norwalk).
- D. No Person shall dump or deposit bottles, broken glass, ashes, paper, plastics, boxes, cans, dirt, rubbish, water, garbage, or other trash or refuse in a Park.
- E. No Person shall bring into a Park, or dump, deposit or leave in any waters in or contiguous to any Park or leave anywhere on the ground thereof any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or trash.
- F. All Persons shall place rubbish, waste, garbage, refuse or trash in the proper receptacles, where these are provided, and where receptacles are not so provided, all such garbage, refuse or trash shall be carried away from the Park by the Person responsible for its presence and properly disposed of elsewhere. (Sec. 74-33, Code of the City of Norwalk)

Sec. 1-7. Conduct and Behavior.

- A. Except for Calf Pasture Beach and Shady Beach, no Person shall swim, bathe, float or wade in any spring, stream, pond or any other waters, natural or artificial, in any Park.
- B. No Person shall take part in or abet the playing of games involving horseshoes, arrows, stones, balls, or other propelled objects, except in areas designated for such activities.
- C. No Person shall bring or operate within or upon any Park any aircraft, flying machine, balloon, parachute, hand glider, drone, or other apparatus for aviation unless authorized by the Director.
- D. No Person shall go onto the ice on any of the ponds, streams, springs or any other waters, natural or artificial, in Parks, except as such areas are designated for skating and ruled safe by the Director.
- E. No Person shall engage in motorized toy or model aviation, model boating, or model automobile, except at such times and such places designated by the Director.
- F. No Person shall interfere with any recreational program sponsored by the City.
- G. No Person under twenty-one (21) years of age shall consume or possess alcoholic beverages.
- H. No Person shall consume, or possess with the intent to consume, any alcoholic beverages within the limits of any Park, except as identified below:
 - 1. Veteran's Park;
 - 2. Calf Pasture Beach;
 - 3. Shady Beach;
 - 4. Cranbury Park; or

5. By special event permit approved by the Director.
- I. No Person shall build or attempt to build a fire at any Park except at the cooking grilles at Shady Beach or through a special permit issued by the Director. Any Person who utilizes the cooking grilles shall completely and properly extinguish them before leaving the Park.
- J. No Person shall drop, throw, or otherwise scatter matches, burning cigarettes or cigars, or other burning material within any Park.
- K. There shall be no exposure or commercial display for sale of any food or beverage, goods, or wares in any Park. There shall be no solicitation of any contributions or display of any advertising or commercial purposes in any Park, except upon specific written approval of the appropriate City authority (Sec. 74-12.1, Code of the City of Norwalk).
- L. There shall be allowed the sale of food, drinks, and assorted snacks and other approved sundries by a Park concessionaire contracted by the Director following approval by the Recreation, Parks and Cultural Affairs Committee and the Council.
- M. No Person visiting any Park shall use loud, boisterous, threatening, abusive, insulting, or indecent language, loud music, or engage in any disorderly conduct or breach of peace.

Sec. 1-8 Traffic.

- A. The following off-road vehicles shall not be permitted in any Park.
 1. Snowmobiles
 2. ATVs (All-terrain Vehicles)
 3. Monster Trucks
 4. Dirt bikes
- B. No Person shall operate any vehicle on a Park roadway or parking area in excess of the posted speed limit. Where the speed limit is not posted, no vehicle shall exceed fifteen (15) miles per hour.
- C. No Person shall paint, maintain or make repairs to any motor vehicle in any Park.
- D. No Person shall park a motor vehicle other than in a designated parking area, except expressly permitted by the Director.

Sec. 1-9 Operating Policies.

- A. In compliance with City ordinances and regulations, a Person may enter, remain upon or use a Park.

- B. All or any part of a Park may be declared closed to the public, either entirely or for particular use, by the Director. The Director may close a Park at any time. The Director cannot close a Park for more than two (2) days. The Mayor may extend a Park closing as may be necessary.
- C. No Person shall use any Park for any illegal, immoral or purpose. No Person shall use any Park in violation of any federal law, state law, municipal law, ordinance, rule or regulation.
- D. Fees for the use of Park facilities by individuals or groups shall be established by the Director and approved by the Parks, Recreation and Cultural Affairs Committee and Council.
- E. Nothing herein contained shall be deemed to limit the power of the Director to promulgate regulations respecting Parks.
- F. Any Person conducting an event, celebration, clinic, etc. shall not enter, use, remain in or upon any Park except upon payment of the required fees, if any, and in accordance with these regulations.

Sec. 1-10 Park Permits.

- A. A Park permit is available to both Norwalk residents and non-residents. This Permit shall be obtained from the Director for the following purposes.
 - 1. Reservation of an area or place in a Park for special use or private group use.
 - 2. Use of a Park by groups in excess of twenty-five (25) Persons for a special event.
 - 3. Performance of scientific experiments or activities on a continuing basis.
 - 4. Performance of special programs of a recreation, educational or conservation nature by private groups of City residents.
- B. Each Park permit shall be valid on the day(s), for the hour(s) and for the stated use in the Park, as designated in the permit.
- C. The Person to whom the Park permit is issued, by accepting said Park permit, specifically agrees to be liable for and to indemnify the City against the expense or repairs of any and all damages to the Park and to all City property caused directly or indirectly by the use of said Park under the Park permit.
- D. An Applicant shall provide to the following to the Director:
 - 1. A deposit in an amount determined by the Director. This amount shall not be less than two hundred fifty dollars (\$250.00). The Director has the discretion to waive the deposit.
 - 2. Proof of a surety that is satisfactory to the Director that ensures payment for all expenses incurred by the City directly attributable to and caused by the Applicant's use of the Park.

- E. The Applicant shall not violate any City ordinances, rules and regulations pertaining to the use of said Park as well as the conditions set forth in the permit.
- F. For groups of twenty-five (25) or more, a liability insurance policy shall be obtained and must satisfy the insurance requirements of the City.
- G. Application for permits must be submitted as shown below:
 - 1. Groups of 26-100 Persons, not needing a special event permit shall obtain an application and submit it sixty (60) working days prior to the event and submit all requirements fifteen (15) working days prior to the event. This application requires the approval of the Director and the Recreation, Parks and Cultural Affairs Committee.
 - 2. Groups of 26-100 Persons, needing a special event permit issued by the City shall obtain an application and submit it sixty (60) working days prior to the event, and submit all requirements fifteen (15) working days prior to the event. This application requires the approval of the Director and the Recreation, Parks and Cultural Affairs Committee.
 - 3. Groups of 101-500 Persons, not needing a special event permit shall obtain an application and submit it sixty (60) days prior to the event and submit all requirements fifteen (15) days prior to the event. The application requires the approval of the Director and the Recreation, Parks and Cultural Affairs Committee.
 - 4. Groups of 101-500 Persons needing a special event permit issued by the City shall obtain an application and submit it sixty (60) days prior to the event and submit all requirements fifteen (15) days prior to the event. This application requires the approval of the Director, the Recreation, Parks and Cultural Affairs Committee and the Council.
 - 5. Groups of 501 and more Persons needing a special event permit issued by the City shall obtain an application and submit it sixty (60) days prior to the event and submit all requirements fifteen (15) days prior to the event. This application requires approval of the Director, the Recreation, Parks and Cultural Affairs Committee and the Council.
- H. The Applicant must submit a detailed program agenda to obtain a Park permit.
- I. The application for a permit shall be in a form prescribed by the Director.
- J. Any Person may be denied the issuance of a Park permit by the Director if the Director, in their discretion, determines that, among other things:
 - 1. The proposed activity or use will seriously interfere or detract from the general enjoyment of the Park by others entitled to use the same.
 - 2. The sponsoring Person or proposed activity or use discriminates on the basis of race, creed, religion, sex or national origin in any form.
 - 3. The proposed activity or use will entail an expense to the City not fully reimbursed by the sponsoring Person.

4. The area or facilities desired have been reserved for another use at the time requested in the application.
5. The proposed use of the Park will put undue burden on the surrounding neighborhood.
6. The deed for the Park restricts the use of the Park for the purpose requested by the Applicant.
7. The failure to properly complete and submit an application in a timely manner.

Sec. 1-12. Park parking permit

A Park parking permit is free to Norwalk residents if their vehicle license plate is registered with the City. For a fee, a Park parking permit is available to residents of New Canaan, Wilton, Weston, Redding and Ridgefield only. All Park parking permits shall be obtained from the Director.

Sec. 1-13. Violations and Penalties.

These regulations are hereby adopted in accordance with the provisions of Chapter 74 of the City Code, as amended.

Any Person violating any provision of these regulations shall be subject to a fine not to exceed one hundred dollars (\$100.00) for each offense. Each violation of a separate section of these regulations shall be considered a separate offense and shall not merge with a violation of any other sections of these regulations. Each violation continuing more than one (1) day shall constitute a separate offence for each day said violation continues in accordance with Chapter 74 of the City Code, as amended.