



SPECIAL MEETING – ECONOMIC AND COMMUNITY DEVELOPMENT AGENDA

**OCTOBER 9, 2025, 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 Sabrina Godeski at sgodeski@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 7, 2025**
- IV. PUBLIC PARTICIPATION**
- V. OLD BUSINESS**
- VI. NEW BUSINESS**
 - A. Transportation Mobility and Parking**
 - 1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Fiber Optic Plus, LLC to provide City Fiber Optic Cable Emergency and Maintenance Services for an

amount of \$50,000.

ACCTS:

0916-4120-5777-C0232, TMP

0922-4120-5777-C0232, TMP

0923-4120-5777-C0232, TMP

011370-5245, IT

2. Authorize the Mayor, Harry W. Rilling, to execute orders on the contract with Colonna Concrete for the Rowayton Sidewalk Project for a sum not to exceed \$40,481.00.

ACCTS:

0922-3750-5777-C0774

0926-3750-5777-C0649

3. Authorize the Mayor, Harry W. Rilling, to execute a Master Agreement for On-Call Traffic Engineering Services with AKRF, Inc., Creighton Manning Engineering and Surveying. PLLC, FHI Studio, now IMEG, Fuss & O'Neill, Greeman Pederson Inc, M&J Engineering, Vanasse Hangen Brustlin (VHB), and Weston & Sampson Engineers, Inc for a sum of approximately \$100,000 annually for each firm.

ACCTS:

0926 3750 5777 C0441

0926 3750 5777 C0562

0921 4120 5777 C0648

0920 4120 5777 C0649

0926 3750 5777 C0649

0924 3750 5777 C0777

0921 4095 5777 C0782

0922 4095 5777 C0782

0925 3750 5777 C0824

0926 3750 5777 C0824

0924 3750 5777 C0835

B. Arts and Cultural Commission

1. Authorize the Mayor, Harry W. Rilling to execute a contract with Jahmane West for the Ely Avenue Fencing Mural in an amount not to exceed \$70,000.

ACCT: 520000-5796 (MLK Grant)

2. Authorize the Mayor, Harry W. Rilling to execute a contract with Oksana Tanasiv for the Ely Avenue Fencing Mural in an amount not to exceed \$70,000.

ACCT: 520000-5796 (MLK Grant)

C. Business Development and Tourism

1. Economic Outlook Presentation

VII. DISCUSSION

VIII. ADJOURNMENT

**CITY OF NORWALK
ECONOMIC AND COMMUNITY DEVELOPMENT
REGULAR MEETING
AUGUST 7, 2025
BY ZOOM VIRTUAL MEETING**

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I. CALL TO ORDER

Chairman Goldstein called the meeting to order at 7:04p.m.

ATTENDANCE: Josh Goldstein, Chairman; Darlene Young, Barbara Smyth, Heather Dunn

STAFF: Sabrina Godeski

OTHERS: Jay Habansky, Matt Pentz, Alexis Cherichetti, Jim Travers, Garrett Bolella

II. ROLL CALL

Chairman Goldstein called the Roll: Josh Goldstein, Chairman; Darlene Young, Barbara Smyth, Heather Dunn

At Roll Call there were four (4) Committee members present constituting a quorum. James Frayer, Lisa Shanahan and Jalin Sead were absent.

III. ACCEPTANCE OF MINUTES

A. SPECIAL MEETING: JUNE 5, 2025

Ms. Smyth stated that on page 4 of the minutes her name is misspelled. Page 4, second paragraph change ** MS. SMITH MOVED TO APPROVE THE ADVANCEMENT OF THE 2024 NAA PROPOSAL TO MS. SMYTH MOVED TO APPROVE THE ADVANCEMENT OF THE 2024 NAA PROPOSAL.

****MS. SMYTH MOVED THE ITEM AS AMENDED**

****MS. YOUNG ABSTAINED**

****MOTION PASSED WITH ONE ABSTENTION**

IV. PUBLIC PARTICIPATION

Diane Lauricella 21 Little Fox Lane. She began with ICON Citywide and wanted the committee to take a look to see if this is really needed because the work has already been done. She asked why they are adding another \$250,000 to the Wall Street Plan. Put a hold on the Parking Authority project and show some fiscal austerity and wait to see the traffic pattern once Burnell Boulevard is made into a two-way street.

Diane CeCe Olmstead Place. She inquired about item 1 under TMP. She said it seems like they have funded this intersection a few times and thinks it should be tabled until they find out and why do it again, if there was a study already done on this. She also wanted more information about E2 and what it is all about.

Chairman Goldstein closed the public hearing at 7:12p.m.

V. OLD BUSINESS

There was no old business.

VI. NEW BUSINESS

A. NORWALK TRANSIT DISTRICT

1. ANNOUNCEMENT OF THE NEW NORWALK TRANSIT DISTRICT ROUTES.

Mr. Pentz gave a brief overview on the new transit district routes. In 2023, they completed a comprehensive operational analysis of how it works now and what they can do to make it better. There are currently 14 local routes that have been condensed into 7 routes. Routes 1, 2, and 3 run 7 days a week and Route 4 runs Monday through Saturday. The plan is to add service as the funds become available. They have a pulse system that operates on Burnell Boulevard, and they are changing that to a modified hub and spoke system with micro hubs at Burnell, South Norwalk Train Station and East Norwalk Train Station. Much better connectivity to the train stations. It has been designed to get anywhere within the network with just one transfer. This system is a lot easier to understand. They will have a press conference on Monday. They will have a soft launch on Sunday implementing routes 1, 2, and 3. The buses will run on a 15-minute frequency. There is a Mystop App where riders can track the location of a bus. There was a brief discussion for questions/answers.

B. NORWALK PARKING AUTHORITY

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT AGREEMENT WITH GILIBERTO AND SONS, LLC., IN THE AMOUNT OF \$638,518 FOR PROJECT NPA2024-02, AESTHETIC ENHANCEMENTS (PAINTING & SELECT DEMO) AT YANKEE DOODLE GARAGE.

ACCT(S)

0920 4095 5777 C0303

0921 4095 5777 C0303

0923 4095 577 7 C0303

Mr. Travers gave an overview of the process for this project. This is the second phase of the project. Explained the aesthetics that would be made to garage. The parking fund covers the expenses for this, not the city. It was also noted that the parking fund does contribute to the general fund. ADA ramps have been installed, and the machines are ADA compliant at the garage.

****MS. SMYTH MOVED THE ITEM**

****MS. DUNN OPPOSED**

****MS. YOUNG ABSTAINED**

****MOTION PASSED WITH ONE (1) OPPOSITION AND ONE (1) ABSTENTION**

C. TRANSPORTATION MOBILITY AND PARKING

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT

WITH AKRF FOR AN AMOUNT NOT TO EXCEED \$62,985.00, WITH A 10% CONTINGENCY OF \$6,298.00 FOR PLANNING AND DESIGN OF POTENTIAL ROADWAY IMPROVEMENTS OF ROUTE 1, CROSS ST/NORTH AVE, BETWEEN WILTON AVE AND EAST AVE.

ACCT(S)

0925-3750-5777-C0528

0924-3750-5777-C0528

0925-3750-5777-C0824

Mr. Travers reported they approached CONNDOT about the roadway configurations on US state route 1. CONNDOT has made prior investments to the East and West of this subject area with widening of the roads. There is constant congestion, and they want to make that roadway the right configuration. They would be responsible for cost share. They will collaborate with the State to make improvements, and the design protocol will follow the Complete Streets. They are going to do the preliminary work and then the state will take over the project.

****MS. DUNN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AMENDMENT TO INCREASE THE FUSS AND O'NEILL CONTRACT BY \$380,000 FOR ADDITIONAL TRANSPORTATION ENGINEERING AND RELATED DESIGN SERVICES FOR WALL STREET CORRIDOR IMPROVEMENTS.

ACCT(S)

0926 3750 5777 C0800

0926 3750 5777 C0824

Chairman Goldstein read Item 2 and Item 3 together.

Mr. Bolella reported on this and shared his screen giving the committee an overview. They are currently under construction. He talked about Burnell Boulevard converting into a two-way street. Phase Two of this project is underway. The entire project is at a 60% design level. He explained next steps and timeframes.

****MS. SMYTH MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

3. AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING TO EXECUTE THE AMENDMENT TO INCREASE THE CONTRACT WITH FUSS AND O'NEILL, FOR AN AMOUNT NOT TO EXCEED \$38,000

ACCT(S)
0926 3750 5777 C0800
0926 3750 5777 C0824

Mr. Bolella reported on this with Item 2.

****MS. SMYTH MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

D. PLANNING AND ZONING

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND AECOM TECHNICAL SERVICES, INC., FOR PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF A CITYWIDE COMMUNITY FLOOD RESILIENCE PLAN, FOR A SUM NOT TO EXCEED OF \$192,500.

ACCT(S)
36-3730-5258-G0051
36-3730-5298-G0051

Ms. Cherichetti gave a brief background on this project. They received a grant from the National Coastal Resilience Fund. She stated the grant is funding the project 100%. This is for the retention of a consultant to complete the coastal resilience plan. The flood resilience plan is a city-wide plan that will look at and identify existing flood vulnerabilities. It will also come up with some concept projects and policies to reduce the city's vulnerabilities by increasing resilience. It's about a one-year project. There were five (5) bidders. AECOM completed the project in South Norwalk. This project will expand the South Norwalk project. The committee began a discussion. There is a steering committee and public works is involved as well.

****MS. DUNN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

E. ECONOMIC AND COMMUNITY DEVELOPMENT

1. AUTHORIZE THE MAYOR, HARRY RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND THE COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION REGARDING THE OCCUPATION OF RAIL INFRASTRUCTURE FOR THE MAINTENANCE OF THE SONO SIGN UNDER THE RAILROAD TRESTLE ON WASHINGTON STREET.

Mr. Habansky reported that this is an annual review maintenance agreement for the SONO sign. There is no cost to the city.

****MS. YOUNG MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

2. AUTHORIZE THE MAYOR, HARRY RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND AGW SONO PARTNERS LLC REGARDING THE TEMPORARY OCCUPATION OF 99 WASHINGTON STREET TO UTILIZE THE VACANT OFFICE SPACE.

Mr. Habansky reported that this office space has been vacant for about three (3) to four (4) years. There will be no cost to the city except for utilities. They were thinking of placing a staff member in that space. This is on a temporary basis and will be reevaluated after the first few months. A discussion began with the Committee.

****MS. SMYTH MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

3. AUTHORIZE THE MAYOR, HARRY RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND THE MARITIME AQUARIUM AT NORWALK LLC TO INSTALL A "LIVE FEED" VIDEO DISPLAY IN THE CITY HALL LOBBY.

There were only comments in favor of this item.

****MS. DUNN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

VII. DISCUSSION

There was no further discussion

VIII. ADJOURNMENT

Ms. Young moved to adjourn.

Motion passed unanimously.

The meeting was adjourned at 8:38p.m.

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

<i>Fibre Optic Plus, LLC</i>
Proposer's Name

<i>585 Nutmeg Road North</i>
Street Address

<i>South Windsor, CT</i>	<i>06074</i>	
City	State	Zip

Business Telephone: <i>860-646-3581</i>

Email Address: <i>dball@fibreopticplus.com</i>
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<i>Don Ballsieper / Managing Member</i>
Printed Name and Title of Individual Submitting Proposal

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

<i>Don Ballsieper</i>	<i>09/09/2025</i>
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 single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook paper. There is no handwriting or other markings on the page.

**CITY OF NORWALK
PURCHASING DEPARTMENT**

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Fibre Optic Plus, LLC		
Address - 585 Nutmeg Road North, Southwinton, CT 06074		
Phone - 860-646-3581	Fax - 860-282-0424	Email - dball@fibreopticplus.com
Manager - Don Ballsieper		Fed ID# 06-1442928

The undersigned hereby declares that they have carefully examined the plans, specifications and project sites 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.

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

A. PROPOSED FEES

- 1. DEVIATIONS FROM MATERIAL SPECIFICATIONS:** Any deviations from the material specifications must be documented and submitted with your submission in detail on the exceptions page. If deviations are not documented completely, the bidder may be disqualified from consideration for an award.

Item #	Description	Type	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Optional Year 1 Unit Price
1.	One Person Crew - Regular Working Hours	Base	Day	750.00	800.00	
2.	One Person Crew - Overtime Hours	Base	Hour	85.00	90.00	
3.	Two Person Crew - Regular Working Hours	Base	Day	1500.00	1600.00	
4.	Two Person Crew - Overtime Hours	Base	Hour	169.00	175.00	
5.	Three Person Crew - Regular Working Hours	Base	Day	2250.00	2400.00	
6.	Three Person Crew - Overtime Hours	Base	Hour	253.00	260.00	
7.	Four Person Crew - Regular Working Hours	Base	Day	3000.00	3200.00	
8.	Four Person Crew - Overtime Hours	Base	Hour	340.00	355.00	
9.	Furnish and Install 12 Strand SM Fiber Optic Drop Cable in Frontier Duct Bank	Base	Linear Foot	4.80	4.80	
10.	Furnish and Install 48 Strand SM Fiber Optic Cable in Frontier Duct Bank	Base	Linear Foot	5.10	5.10	
11.	Furnish and Install 1/4" Nylon Rope in Frontier Duct Bank	Base	Linear Foot	3.80	3.80	
12.	Furnish & Install Maxcell Flexible Innerduct in Frontier Duct Bank	Base	Linear Foot	3.80	3.80	
13.	Frontier Manhole Pre-Entry Setup (Dry Manhole)	Base	Each	200.00	200.00	
14.	Frontier Manhole Pre-Entry Setup (Filled with Water)	Base	Each	350.00	350.00	
15.	Furnish and Install 12 Strand SM Fiber Optic Drop Cable Lashed to an Existing Fig-8 Cable	Base	Linear Foot	4.70	4.70	
16.	Furnish and Install 48 Strand SM Fiber Optic Cable Lashed to an Existing Fig-8 Cable	Base	Linear Foot	4.95	4.95	
17.	Furnish and Install New Messenger & Lash a New 12 Strand SM Fiber	Base	Linear Foot	7.80	7.80	
18.	Furnish and Install New Messenger & Lash a New 48 Strand SM Fiber	Base	Linear Foot	8.10	8.10	
19.	Furnish and Install 12 Strand SM Fiber Optic Cable in City Conduit	Base	Linear Foot	4.80	4.80	
20.	Furnish and Install 48 Strand SM Fiber Optic Cable in City Conduit	Base	Linear Foot	5.10	5.10	
21.	Furnish and Install Overhead Fig-8 Storage Loop with Snow Shoes	Base	Each	250.00	250.00	
22.	Fusion Splice up to 12 Fibers to 48 Fiber Trunk (New Enclosure)	Base	Each	1600.00	1600.00	
23.	Fusion Splice up to 24 Fibers to 48 Fiber Trunk (New Enclosure)	Base	Each	1800.00	1800.00	
24.	Install a Single Panel Housing and Terminate a Drop Cable	Base	Each	3060.00	3060.00	
25.	Fusion Splice up to 12 Fibers to 48 fiber Trunk (Existing Enclosure)	Base	Each	950.00	950.00	
26.	Fusion Splice up to 24 Fibers to 48 fiber Trunk (Existing Enclosure)	Base	Each	1350.00	1350.00	

Item #	Description	Type	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Optional Year 1 Unit Price
27.	Fusion Butt Splice 12 Fibers (Existing Enclosure)	Base	Each	1400.00	1400.00	
28.	Fusion Butt Splice 48 Fibers (Existing Enclosure)	Base	Each	1500.00	1500.00	
29.	Fusion Butt Splice 12 Fibers (New Enclosure)	Base	Each	1900.00	1900.00	
30.	Fusion Butt Splice 48 Fibers (New Enclosure)	Base	Each	2100.00	2100.00	
31.	Install New Messenger Cable on Utility Poles	Base	Linear Foot	3.50	3.50	
32.	Install Lashing on Existing Overhead Fig-8 Cable or Messenger	Base	Linear Foot	1.80	1.80	
33.	Test and Document Existing 12 Fiber Drop Cable	Base	Each	400.00	400.00	
34.	Test and Document Existing 48 Fiber Cable	Base	Each	550.00	550.00	
35.	Furnish and Install Cat 6 (Outdoor) Cable	Base	Linear Foot	3.50	3.50	
36.	Install City Furnished Candy Cane Bracket on Pole or Mast Arm	Base	Each	500.00	500.00	
37.	Uniformed Traffic Control	Base	Allowance	99.51 per hr	99.51 per hr	

CITY OF NORWALK PURCHASING DEPARTMENT

B. CERTIFICATION

Submitted By: <u>Don Ballsiper</u>	Signature: <u>[Signature]</u>
Authorized Agent of Company (Name & Title): <u>Managing Member</u>	
	Date: <u>09/09/2025</u>

C. 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):

v/A

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF 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:	35	
2.	Number of personnel employed:	Part Time	Full Time
		0	11

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
DOT Fiber Maint. Contract	Since 2014	Robert Kennedy	860-736-4713
DOT Equipment Maint. Contract	Since 2016	Robert Kennedy	860-736-4713
Manchester OnCall Fiber Contract	Since 2022	John DiBiasi	860-647-3154
Norwich On Call Fiber Contract	Since 2020	Randall Surprenant	860-823-4517
University of CT Adhoc Contract	Since 2007	Greg Sulman	860-234-2108
City of Stamford On Call Fiber Contract	Since 2015	Steve Frycz	203-977-5675

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 portion or section of work subcontractor will be performing.

N/A

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
<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. CT eLICENSE (https://www.elicense.ct.gov) / 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: N/A			
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. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

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 City of Norwalk 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: Starkweather and Shepley Insurance	Tel: 860-506-8037
Agency Address: LeD Catamore, East Providence, RI	Email: mdamato@ StarShep.com

**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

Fibre Optic Plus, LLC
585 Nutmeg Road North, South Windsor, CT 06074
860-646-3581 Don Ballsieper dball@fibreopticplus.com

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

Any necessary telecommunications work for the city. This includes repairs, installation, and testing.

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 ☐

We will utilize any of our vehicles, equipment and materials needed to perform any needed work done.

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.*

We only have one location:
585 Nutmeg Road North
South Windsor, CT 06074

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.*

N/A

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)*

Limited Liability Company (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 ☐

Onsite

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)*

please send data via email dball@fiberopticplus.com
and emangialco@fiberopticplus.com

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 ☒

N/A

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)?

No

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?

N/A

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

N/A

d. Does your organization have privacy policies and procedures?

YES ☐ NO ☒

N/A

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

N/A

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

N/A

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

N/A

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

YES ☐ NO ☒

N/A

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 ☒

N/A

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

YES ☐ NO ☒

N/A

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 ☐

Criminal background checks and motor vehicle background checks

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 ☐

Scan cards to access the building but
limited/restricted access to data rooms
or records

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 ☒

N/A

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

YES ☐ NO ☒

N/A

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

YES ☐ NO ☒

N/A

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☒

N/A

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

YES ☐ NO ☒

N/A

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

YES ☐ NO ☒

N/A

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?
YES ☐ NO ☒

N/A

- b. Does your organization have documented enterprise risk management policies and procedures?
YES ☐ NO ☒

N/A

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

N/A

- d. Does your organization utilize an outside third-party to provide services/products to the client?
YES ☐ NO ☒

N/A

- e. Does your organization have a third-party risk management program (TPRM)?
YES ☐ NO ☒

N/A

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

YES ☐ NO ☒

N/A

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

YES ☒ NO ☐

Please see attached COI

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☒

N/A

b. How often is the business continuity plan updated?

N/A

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

YES ☐ NO ☐

N/A

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☒

N/A

e. How often is the disaster recovery plan updated?

N/A

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

YES ☐ NO ☒

N/A

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

YES ☐ NO ☒

N/A

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 ☒

N/A

Client#: 63222

FIBREOPT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2025

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

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

PRODUCER Starkweather & Shepley (FC) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0549		CONTACT NAME: Marilyn D'Amato PHONE (A/C, No, Ext): 860 583-0943 FAX (A/C, No): 860-709-9354 E-MAIL ADDRESS: mdamato@starshep.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Fire Insurance Company	
		INSURER B: Hartford Casualty Insurance Company	
		INSURER C: Arbella Protection Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Fibre Optic Plus, LLC
585 Nutmeg Road North
South Windsor, CT 06074-2461

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	02UUNAX8G0K	11/12/2024	11/12/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Drive Oth Car ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1020049260	11/12/2024	11/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10000			02RHUAZ0JEZ	11/12/2024	11/12/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	02WEAB1TJ6	11/12/2024	11/12/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Workers Comp Information **Members Excluded: Donald Ballsieper**

City of Norwalk Corporation Counsel is additional insured (completed operations) as respects to General Liability policy per written contract or agreement. General Liability policy is primary and non-contributory basis. Waiver of Subrogation applies to General Liability policy per written contract or agreement. 30 day Notice of Cancellation applies to General Liability per policy provisions except 10 days notice of cancellation applies for non-payment of premium per policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Norwalk Corporation
 Counsel
 125 East Avenue, Room 237
 P.O. Box 5125
 Norwalk, CT 06856-5125

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia C. Ballieper

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State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Fibre Optic Plus, LLC

585 Nutmeg Road North South Windsor, CT 06074

as a

Prequalification Construction Contractor

August 28, 2025 through August 27, 2026

CONTACT INFORMATION	
Name:	Don Ballsieper
Phone:	8606463581
Email:	dball@fibreopticplus.com
Name:	Emily Mangiafico
Phone:	8606463581
Email:	emangiafico@fibreopticplus.com

Aggregate Work Capacity (AWC)

\$8,000,000.00

Single Limit (SL)

\$4,000,000.00

Classifications

TELECOMMUNICATIONS SYSTEMS

Description

Installation, repair and maintenance of telephone, intercom, television, computer network or related equipment for a major communication system within a building.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <https://portal.ct.gov/Prequalification> or call (860) 713-5280.

Printed 08/28/2025 09:26:15 AM

State of Connecticut

Department of Administrative Services
Supplier Diversity Program

This Certifies

Fibre Optic Plus, LLC

585 Nutmeg Road North South Windsor CT 06074

As a

Small Business Enterprise

August 16, 2024 through August 16, 2026

Owner(s): Don Ballsieper

Contact: Don Ballsieper

E-Mail: dball@fibreopticplus.com

Telephone: 860-646-3581 Ext.

FAX: 860-282-0424

Web Address:

****Affiliate Companies:** New World Entertainment; SJD Property

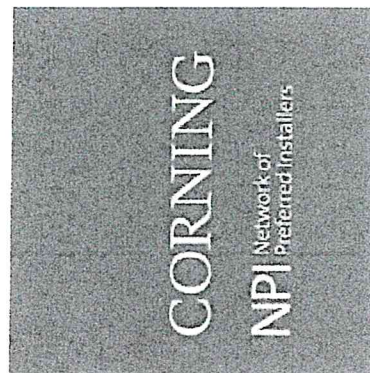
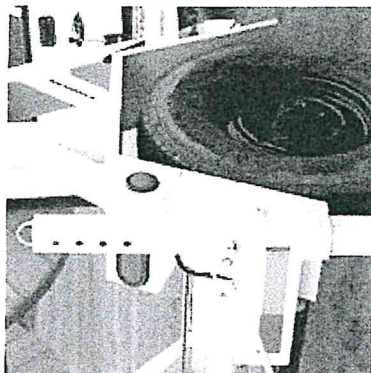
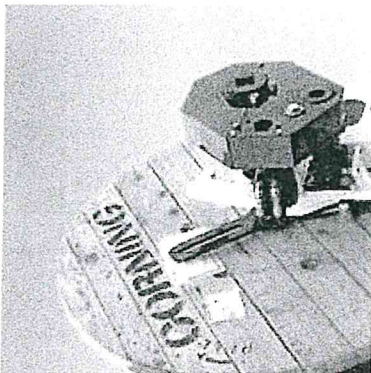
Meg Yetishelsky

Meg Yetishelsky

Supplier Diversity Director

Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.



Corning Optical Communications Network of Preferred Installers

Fibre Optic Plus

Certified Member

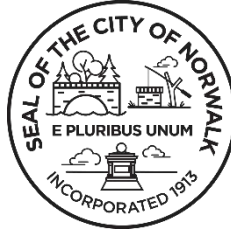
2025 Member in Good Standing

Kazi Smith, Program Manager
Network of Preferred Installers
Optical Communications, BN/DC

Andrew Jackson, Vice President
OCO Marketing
Optical Communications

Rendered: Tue Jan 21 14:33:29 GMT 2025

CITY OF NORWALK PURCHASING DEPARTMENT



**SEALED RFPs MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06851
BY THE DATE AND TIME OF RFP OPENING**

PROJECT NUMBER:	4460
REQUESTING DEPARTMENT:	Other
DATE OF RFP ISSUANCE:	08/21/2025
TITLE OF RFP:	City Fiber Optic Cable Emergency and Maintenance Services
RFI/QUESTION DEADLINE:	2:00PM 09/05/2025
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 09/15/2025
HARD COPY SUBMISSION DEADLINE:	N/A
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF RFP OPENING:	2:00 PM 09/15/2025
RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (X)

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. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM**
- 2. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS**
- 3. EXCEPTIONS (IF ANY)**

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL RFPS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE THEMSELVES 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 RFP.
 - b. EACH BIDDER MUST FULLY INFORM THEMSELVES OF THE CONDITONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF THEIR 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 THEIR WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
3. 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. INTRODUCTION

The City of Norwalk, Connecticut (hereafter referred to as "the City"), is soliciting proposals from qualified and experienced contractors to provide ongoing, on-demand fiber optic cable emergency and maintenance services. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

All RFP 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.

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 RFP deadline. It is the responsibility of the bidder to check for issuance of any addenda.

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Sharon Connors, Purchasing Agent at sconnors@norwalkct.gov. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, September 5, 2025.

6. SUBMISSION OF RFP

The City of Norwalk requires **electronic sealed submission** for this project in the City of Norwalk's BONFIRE portal (<https://norwalkct.bonfirehub.com/portal/?tab=openOpportunities>)

All sealed electronic submissions must be submitted in Bonfire no later than September 15, 2025, at 2:00PM.

7. SUMMARIES

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

CITY OF NORWALK PURCHASING DEPARTMENT

SPECIAL NOTES:

1. **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 witnesses at the time and place designated in the Invitation for Bids. Receipt of Proposals: Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines and shall be open for public inspection after contract award. 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 – RESPONSE FORMS

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

Proposer's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

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

CITY OF NORWALK

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:

[illegible]

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL 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 sites 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.

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

A. PROPOSED FEES

1. **DEVIATIONS FROM MATERIAL SPECIFICATIONS:** Any deviations from the material specifications must be documented and submitted with your submission in detail on the exceptions page. If deviations are not documented completely, the bidder may be disqualified from consideration for an award.

Item #	Description	Type	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Optional Year 1 Unit Price
1.	One Person Crew - Regular Working Hours	Base	Day			
2.	One Person Crew - Overtime Hours	Base	Hour			
3.	Two Person Crew - Regular Working Hours	Base	Day			
4.	Two Person Crew - Overtime Hours	Base	Hour			
5.	Three Person Crew - Regular Working Hours	Base	Day			
6.	Three Person Crew - Overtime Hours	Base	Hour			
7.	Four Person Crew - Regular Working Hours	Base	Day			
8.	Four Person Crew - Overtime Hours	Base	Hour			
9.	Furnish and Install 12 Strand SM Fiber Optic Drop Cable in Frontier Duct Bank	Base	Linear Foot			
10.	Furnish and Install 48 Strand SM Fiber Optic Cable in Frontier Duct Bank	Base	Linear Foot			
11.	Furnish and Install 1/4" Nylon Rope in Frontier Duct Bank	Base	Linear Foot			
12.	Furnish & Install Maxcell Flexible Innerduct in Frontier Duct Bank	Base	Linear Foot			
13.	Frontier Manhole Pre-Entry Setup (Dry Manhole)	Base	Each			
14.	Frontier Manhole Pre-Entry Setup (Filled with Water)	Base	Each			
15.	Furnish and Install 12 Strand SM Fiber Optic Drop Cable Lashed to an Existing Fig-8 Cable	Base	Linear Foot			
16.	Furnish and Install 48 Strand SM Fiber Optic Cable Lashed to an Existing Fig-8 Cable	Base	Linear Foot			
17.	Furnish and Install New Messenger & Lash a New 12 Strand SM Fiber	Base	Linear Foot			
18.	Furnish and Install New Messenger & Lash a New 48 Strand SM Fiber	Base	Linear Foot			
19.	Furnish and Install 12 Strand SM Fiber Optic Cable in City Conduit	Base	Linear Foot			
20.	Furnish and Install 48 Strand SM Fiber Optic Cable in City Conduit	Base	Linear Foot			
21.	Furnish and Install Overhead Fig-8 Storage Loop with Snow Shoes	Base	Each			
22.	Fusion Splice up to 12 Fibers to 48 Fiber Trunk (New Enclosure)	Base	Each			
23.	Fusion Splice up to 24 Fibers to 48 Fiber Trunk (New Enclosure)	Base	Each			
24.	Install a Single Panel Housing and Terminate a Drop Cable	Base	Each			
25.	Fusion Splice up to 12 Fibers to 48 fiber Trunk (Existing Enclosure)	Base	Each			
26.	Fusion Splice up to 24 Fibers to 48 fiber Trunk (Existing Enclosure)	Base	Each			

Item #	Description	Type	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Optional Year 1 Unit Price
27.	Fusion Butt Splice 12 Fibers (Existing Enclosure)	Base	Each			
28.	Fusion Butt Splice 48 Fibers (Existing Enclosure)	Base	Each			
29.	Fusion Butt Splice 12 Fibers (New Enclosure)	Base	Each			
30.	Fusion Butt Splice 48 Fibers (New Enclosure)	Base	Each			
31.	Install New Messenger Cable on Utility Poles	Base	Linear Foot			
32.	Install Lashing on Existing Overhead Fig-8 Cable or Messenger	Base	Linear Foot			
33.	Test and Document Existing 12 Fiber Drop Cable	Base	Each			
34.	Test and Document Existing 48 Fiber Cable	Base	Each			
35.	Furnish and Install Cat 6 (Outdoor) Cable	Base	Linear Foot			
36.	Install City Furnished Candy Cane Bracket on Pole or Mast Arm	Base	Each			
37.	Uniformed Traffic Control	Base	Allowance			

CITY OF NORWALK
PURCHASING DEPARTMENT

B. CERTIFICATION

Submitted By:	Signature:
Authorized Agent of Company (Name & Title):	
	Date:

C. 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	

CITY OF NORWALK

PURCHASING DEPARTMENT

1.2 STATEMENT OF 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 six contracts of this type/size your firm has completed within the last four 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 portion or section of work 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. CT eLICENSE (https://www.elicense.ct.gov) / 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 <u>if different from what has been indicated on the response form</u>:			
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. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

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 City of Norwalk 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, Connecticut (hereafter referred to as "the City"), is soliciting proposals from qualified and experienced contractors to provide ongoing, on-demand fiber optic cable maintenance services. This Request for Proposals (RFP) is intended to establish a multi-year agreement with a responsive, capable, and dependable service provider to ensure the continued performance, reliability, and availability of the City's fiber optic infrastructure. The selected firm must be available 24 hours a day, 7 days a week, 365 days per year.

2.2 Background

The City has developed multiple fiber optic networks to support internal operations, traffic management, intercity communications, and other critical services. These networks are essential to the City's Information Technology infrastructure and include both aerial and underground segments. The City monitors these networks internally but relies on contracted support for physical inspection, maintenance, and emergency repair.

Given the vital role fiber connectivity plays in municipal operations, timely and expert response to fiber issues is a high priority. Emergency restoration efforts must begin within four (4) hours of notification, with full remediation completed within twenty-four (24) hours or less.

The supported networks include Municipal Fiber Backbone and Traffic Control Fiber Network. A hybrid aerial and underground system connecting traffic signals and related infrastructure. With est. 7 Miles of fiber.

2.3 Scope of Services

The contractor shall perform the following services as part of the agreement:

A. Required Services

- Routine and preventive fiber infrastructure maintenance
- Emergency Response Time
 - Vendor must call back in less than one (1) Hour of notification and be onsite within Four (4) hours
- Emergency outage restoration:
 - High, Level 1: Typical outage, backbone cut, 1-4 hours
 - Medium, Level 2: Partial service disruption, 4-8 hours

- Low, Level 3: Minor faults, specific issues, 8-12 hours
- Fiber splicing (fusion/mechanical), connector replacement
- Enclosure, handhole, and conduit repairs/replacement
- OTDR, power meter, and light source testing
- Permitting coordination for public right-of-way work
- As-built documentation and redline drawings after repairs
- Fault isolation, diagnostics, and troubleshooting
- Traffic control setup and safety compliance during fieldwork
- Assistance with planned upgrades and network expansions

B. Standards and Specifications

All work must meet or exceed applicable industry and regulatory standards, including but not limited to:

- ANSI, ATIS, ASTM, BOCA, BICSI, EIA, IEEE, OSHA, NEMA, NESC, NFPA, TIA, UL
- Local building and electrical codes
- City of Norwalk design guidelines and technical specifications (to be provided)
- The Contractor shall warrant that all materials furnished shall be new, and free from defects

C. Testing and Documentation

- Perform OTDR testing with results not exceeding 0.15 dB/km at 1550 loss
- Submit test results and documentation for all repairs or changes
- Provide redline drawings and updated digital files of the affected area
- Secure City pre-approval for any infrastructure modifications

D. Site Management

- Remove all waste and material debris post-maintenance
- Restore disturbed sites to their original or better condition
- Ensure proper fill, leveling, seeding, and cleanup

E. Materials

The materials specifications specified herein are desired by the City; however, substitution of an alternative will be accepted. If an alternate is offered, the Proposer shall provide documentation why the offered alternate is equal or exceeds to the specification. The burden of proof as to whether an

alternate specification is equal to shall lie with the Proposer. The Proposer understands and agrees that the City reserves the sole and final right to determine where alternate specifications are equivalent to and meet indicated standards of quality.

1. 48 strands single mode fiber optic:
CORNING, ALTOS® Loose Tube, Gel-Free Cable 48 F, Single -Mode (OS2)
2. 12 strands single mode fiber optic:
CORNING, ALTOS® Loose Tube, Gel-Free Cable 12F, Single Mode (OS2)
3. Splice Closure Fiber (SFC), Preloaded
CORNING, SFC-6C22-01-72, 72 single-fiber splice capacity. 6-in diameter, 22-in dome length, with splice trays
4. SFC Splice Trays
CORNING, SFC-ST-099, 0.2-in, 12 heat shrink single-fiber splices
5. Messenger Cable
Power & Tel, National Strand Products, 14EHS2500, Standard ¼" EHS Grade Green/Yellow 2500'
6. Closet Connector Housing (CCH)
Corning CCH-01U, Rack or unit, holds 2 CCH connector panels

2.4 Minimum Qualifications

The installation of **Fiber Optic Cable** and hardware requires specialized knowledge. To be considered for this contract, respondents must demonstrate:

- Minimum of ten (10) years of experience in the business of Fiber Optic Cable installation and maintenance.
- Contractor holds an active status in the Telecommunications Systems Classification with the State of Connecticut Department of Administrative Services' Construction Contractor Prequalification Program https://portal.ct.gov/das/procurement-programs-and-services/contractor--prequalification?language=en_US
- Experience of maintaining municipal/metropolitan fiber networks within the last three (3) years.
- Expertise in both aerial and underground fiber plant maintenance
- Proven ability to respond to emergency incidents within four (4) hours
- Experience with OTDR testing and interpreting fiber diagnostics
- Availability of appropriate equipment, tools, and trained personnel

- Valid licenses including E1 and T1 State license, and Corning NPI (Network of Preferred Installers) in good standing with a minimal level of Expert
- Valid insurance, and ability to obtain local permits
- Strong project documentation and communication capabilities
- References from at least three (3) similar public sector projects

2.5 Equipment Requirements

The Contractor shall be required to have the following types of maintenance vehicles and equipment in connection with the work assignments.

- Pickup-type truck.
- Small capacity overhead lift vehicle to reach up to 30-foot working height (one-person bucket, lift capacity less than or equal to 400 lbs.)
- Large capacity overhead lift vehicle to reach up to 45-foot working height (two-person bucket, lift capacity more than 400 lbs.)

2.6 Staffing Requirements

To provide the City with sufficient flexibility in work assignments and to provide for cost-effective utilization of the Contractor's equipment and staff, the following basic work crew make-ups have been developed for bidding purposes:

- One (1) Person Crew
- Two (2) Person Crew
- Three (3) Person Crew
- Four (4) Person Crew

Contractor will have a representative available to meet with a representative from the City to receive assignments at the sites. From this review, an estimate of time, type of crew and equipment will be drawn up and submitted for approval. The Contractor will supply all the materials necessary except for those specific items which are priced to include materials. The contractor will supply vehicles, tools, and manpower. Contractor will be paid based on an accepted estimate. No payment will be made beyond an approved estimate unless prior authorization is obtained in writing from the City.

Staff who will be deployed must go through City of Norwalk Police Department background screening process.

2.7 Working Hours & Holidays

The selected contractor shall follow this City of Norwalk Holiday schedule and Working Hours.

CITY OF NORWALK WORKING HOURS		
Regular Working Hours	Monday-Friday	7:30 AM– 3:30 AM
Over Time Working Hours	Before Regular Working Hours, After Working Hours, Saturday, Sundays and City of Norwalk Holiday Schedule	

CITY OF NORWALK HOLIDAY SCHEDULE		
New Years Day	Juneteeth	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
President’s Day	Labor Day	Christmas Day
Good Friday	Columbus/Indigenous People’s Day	
Memorial Day	Veteran’s Day	

2.8 Proposal Submission Format

Proposals should put forth full, accurate, and complete but concise information as required by this request. The City shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½” x 11” document size using a minimum 12-point font size, double sided, include page numbers and any blank pages must be watermarked “Intentionally Left Blank”. Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems in its best interest. All proposals will remain property of the City. It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

To enable the City to compare the proposals received we ask that your proposal include the information specified below, the sequence listed, with each section of your proposal numbered to correspond to the numbers sequenced below.

Request for Proposal (RFP) shall include the following, in this order:

1. Section 1-Executive Summary: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other firms. This section shall include a concise statement of the consultant's approach to the project and a summary of the Consultant's ability to provide the required services. Also include in this section include the Name and address of firm(s) and identification and contact information of the Project Lead.
2. Section 2-Project Team Organization and Staffing: Identification of Project Manager and all other team members – as well as any subcontractors to this project – and assigned duties, including a percentage breakdown of personnel hours and associated costs.

The City reserves the right to interview and specify key staff members on this project.

3. Section 3- Proposed Methodology and Response Plan: A clear description of how your firm would respond to an outage, prioritization, and methodology plan. Please also describe your firms methodology on its handling of a significant natural disaster and competing emergency response calls.
4. Section 4-References/Statement of Qualifications: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:
 - a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
5. Section 5-Other Information: Provide any other information that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
 - a. Copies of valid licenses including E1 and T1 State license, and Corning NPI (Network of Preferred Installers)
6. Section 6-Forms: Fully Completed Section 1 – Response Forms

2.9 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee may select the two or three firms that best meet the City's requirements. These firms will then be invited to represent their proposals to and respond to questions from the Selection Committee.

Following this selection process, the Selection Committee will make a recommendation to the Common Council Committee. Approval to enter into a contract has to be authorized by the Norwalk Common Council.

The City of Norwalk reserves the right to reject any and all proposals submitted, to request additional information from all proposers and to negotiate with one or more of the finalists regarding the terms of this engagement. The City of Norwalk also reserves the right to retain the proposals, use any ideas contained in the proposals and is not obligated in any manner to reimburse the proposers for the costs incurred in connection with responding to this Request for Proposals.

The Selection Committee intends to recommend the firm that, in its opinion, best meets the City's needs, not necessarily the firm with the lowest fees.

The anticipated selection schedule is as follows:

RFP Interviews	September 2025
Common Council Committee Review	October 2025
Common Council Review	October 2025

2.10 Criteria for Evaluating Proposal Submissions

The City of Norwalk shall be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

Criteria	Weight
Relevant Experience and Qualifications	30%

Criteria	Weight
Proposed Methodology and Response Plan	20%
Availability and Response Times	15%
Cost Proposal and Fee Structure	20%
References and Past Performance	10%
Completeness and Quality of Proposal.	5%
Total Possible Points	100%

2.11 Prime Proposer Responsibility

Firm's submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and any subcontractors in the event of contract award. Under this RFP, the City of Norwalk retains the right to approve all subcontractors.

2.12 Key Personnel

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Norwalk fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Norwalk. Replacement of personnel will be with personnel or equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

2.13 Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

2.14 Payment & Invoices

The proposer will bill the City of Norwalk based on the submission of monthly invoices in a format to be determined by the City.

2.15 Termination for Default or for the Convenience of the Contracting Agency

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work

2.16 Negotiated changes

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect

2.17 Contract Agreement(s) and Contract Period(s)

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk. A sample of the contract, is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

It is the intention of the City of Norwalk to enter into an agreement for Two (2) years with the option of one (1), one-year extensions for a potential total contract length of three (3) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

2.18 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments

(the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.19 Duration of Proposals

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

2.20 Acceptance of RFP Content

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.21 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.

2.22 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

TABLE OF CONTENTS

	Page
ARTICLE 1 WORK TO BE DONE	1
ARTICLE 2 ADMINISTRATION OF CONTRACT BY CITY	2
ARTICLE 3 DOCUMENTS FORMING THE CONTRACT	2
ARTICLE 4 EXAMINATION OF DOCUMENTS AND SITE	2
ARTICLE 5 DATE OF COMPLETION AND LIQUIDATED DAMAGES	3
ARTICLE 6 CONTINGENCIES, EXTRA WORK AND CHANGES	5
ARTICLE 7 MEANS AND METHODS	5
ARTICLE 8 NO COLLUSION OR FRAUD	6
ARTICLE 9 ESTIMATES AND PAYMENT	6
ARTICLE 10 PAYMENT TO SUBCONTRACTORS AND SUPPLIERS	8
ARTICLE 11 FINAL PAYMENT	9
ARTICLE 12 FINAL ACCEPTANCE OF WORK	10
ARTICLE 13 SAFETY	10
ARTICLE 14 COMPLIANCE WITH GOVERNMENTAL LAWS AND REGULATIONS	11
ARTICLE 15 RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT	14
ARTICLE 16 INTERPRETATION OF PLANS/SHOP DRAWINGS	15

ARTICLE 17	REJECTED WORK AND MATERIALS	16
ARTICLE 18	LAWS, PERMITS, AND LICENSES	16
ARTICLE 19	EQUAL EMPLOYMENT OPPORTUNITY	17
ARTICLE 20	SUCCESSORS AND ASSIGNS	17
ARTICLE 21	RESPONSIBILITY FOR THE SITE	17
ARTICLE 22	INSURANCE	18
ARTICLE 23	INDEMNIFICATION	18
ARTICLE 24	SUBCONTRACTING AND ASSIGNMENTS	19
ARTICLE 25	WARRANTY	20
ARTICLE 26	NOTICE OF CLAIMS	20
ARTICLE 27	GENERAL PROVISIONS	20
SIGNATURE PAGE		24
INSURANCE RIDER		26

SECTION 3

GENERAL BIDDING INFORMATION FOR CONSTRUCTION

Rev. 08/08/2013, Express Request Doc. #1006

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 080813 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 down load 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 04/20/2011 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

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 03282025

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 03/28/2025 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>



MAYOR
Harry Rilling

Director
James Travers
jtravers@norwalkct.gov

Memorandum

Wednesday, October 3rd, 2025

To: Councilperson Goldstein
From: Kenneth Bushka
Subject: Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract with Colonna Concrete for the Rowayton Sidewalk Project for a sum not to exceed \$40,481.00

Dear Councilperson Goldstein,

On September 9, 2025, the City Council approved the Transportation, Mobility, and Parking Department's request in the amount of **\$286,000** to Colonna Concrete for the extension of the Rowayton sidewalks. This allocation will be added to the existing balance of **\$118,805.96** remaining from the initial project, which was recently successfully completed. The remaining balance was achieved through value engineering the original project. Since the balance consists of ARPA funds and must be spent by years end, we opted to include our City Capital funds to continue the sidewalk extension from the train station north to Devils Garden. This was requested by the community. This brought the total revised funding balance to **\$404,805.96**.

Unfortunately, when we submitted the recent request, we neglected to include a condition for contingency funds as well as required police control for the construction. At this time, we are requesting this portion.

Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract with Colonna Concrete for the Rowayton Sidewalk Project for a sum not to exceed \$40,481.00

Account Number: 0922-3750-5777-C0774 and 0926-3750-5777-C0649

Our apologies for neglecting to submit that portion of the request. We are excited to be able to accommodate the community's request to increase pedestrian access to the train station from points north. Additionally, this section of sidewalk will create a connected network to the sidewalks on Devils Garden Road.

I remain available to answer any questions you may have.

Respectfully,

Kenneth Bushka
Clerk of the Works
Transportation, Mobility, and Parking



MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkct.org

Memorandum

Monday September 2nd, 2025

To: Councilperson Goldstein
From: Jim Travers
Subject: Authorize the Mayor, Harry W. Rilling, to execute a Master Agreement for On-Call Traffic Engineering Services with AKRF, Inc., Creighton Manning Engineering and Surveying, PLLC, FHI Studio, now IMEG, Fuss & O'Neill, Inc., Greeman Pederson Inc, M&J Engineering, Vanasse Hangen Brustlin (VHB), and Weston & Sampson Engineers, Inc for a sum not to exceed \$100,000 annually for each firm.

Councilperson Goldstein,

TMP intends to request approval from the Common Council for the Mayor to enter into Master Contract Agreements for On-Call Traffic Engineering Services with the following firms:

- AKRF, Inc.
- Creighton Manning Engineering and Surveying, PLLC
- FHI Studio, now IMEG
- Fuss & O'Neill, Inc.
- Greenman-Pedersen, Inc.
- M&J Engineering
- Vanasse Hangen Brustlin (VHB)
- Weston & Sampson Engineers, Inc.

These firms were selected through Transportation, Mobility, and Parking's solicitation No. 4448 for On-Call Traffic Engineering Services, which closed on July 24th, 2025. Following a comprehensive evaluation of the proposals, including interviews and a review of each firm's qualifications, the selection committee recommends awarding Master Contract Agreements to the firms listed above. TMP did not predetermine a maximum or minimum number of consultants or firms to be selected through this solicitation. Instead, TMP recommended to

award contracts to qualified consultants or firms possessing the necessary expertise as outlined in the scope of work that was included within the bid solicitation.

Firms will be selected for individual projects through a "Mini-RFP" process, which was previously set up in coordination with the City of Norwalk's Purchasing Department. Once TMP creates a Task Order for a specific project, it will be posted on Euna Procurement platform (formerly Bonfire).

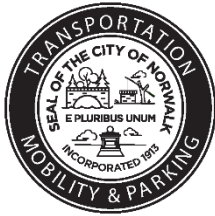
The Mini-RFP will include details regarding the project, such as a detailed scope of work, required submittals, and the proposal deadline. Any firm with a Master Contract Agreement in place from this solicitation will receive the Task Order and can submit a proposal. Upon receipt of proposals from any of the firms with the Master Agreement in place, the City will evaluate each submission based on a range of criteria, including cost, relevant experience related to the scope of work, proposed schedule, as well other factors, to determine the awarded bidder for each project.

We are requesting this approval be submitted to the Common Council for approval because time is of the essence to ensure TMP can continue leveraging on-call traffic engineering services to support a broad range of projects that require assistance.

I remain available to answer any question you may have.

Thank you.

A handwritten signature in blue ink, reading "Jan E. Gaven". The signature is written in a cursive style with a large, looping initial "J".



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Members of the Common Council

FROM: Jim Travers, Director Transportation, Mobility, and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation
Fred Eshgraghi, Traffic Engineer
Greg Pacelli, Transportation Planner

REF: Authorize the Mayor, Harry W. Rilling, to execute a Master Agreement for On-Call Traffic Engineering Services with AKRF, Inc., Creighton Manning Engineering and Surveying. PLLC, FHI Studio, now IMEG, Fuss & O'Neill, Inc., Greeman Pederson Inc, M&J Engineering, Vanasse Hangen Brustlin (VHB), and Weston & Sampson Engineers, Inc for a sum of approximately \$100,000 annually for each firm.

DATE: September 2nd, 2025

Memorandum

On July 24th, 2025, the Department of Transportation, Mobility and Parking's (TMP) solicitation for Bid 4448 for On-Call Traffic Engineering Services closed. The solicitation targeted to find a number of qualified and experienced consultant(s) and/or firm(s) to provide task-based transportation engineering services on an as needed basis for work related to transportation planning, traffic engineering and design (including design plan review), and construction administration and inspection.

There was a total of nine (9) proposals that were submitted from qualified firms. The solicitation review committee chose to interview all nine (9) respondents the week of August 18th, 2025.

Based on the firms' proposals, interviews and overall qualifications the committee recommends the City award the On-Call Engineering services contracts with AKRF, Inc., Creighton Manning Engineering and Surveying. PLLC, FHI Studio, now IMEG, Fuss & O'Neill, Inc., Greeman Pederson Inc, M&J Engineering, Vanasse Hangen Brustlin (VHB), and Weston & Sampson Engineers, Inc.

Firms will be selected for individual projects through a "Mini-RFP" process, which was previously set up in coordination with the City of Norwalk's Purchasing Department. Once TMP creates a Task Order for a specific project, it will be posted on Euna Procurement platform (formerly Bonfire).

The Mini-RFP will include details regarding the project, such as a detailed scope of work, required submittals, and the proposal deadline. Any firm with a Master Contract Agreement from this solicitation will receive the Task Order and can submit a proposal. Upon receipt of proposals from any of the firms with the Master Agreement in place, the City will evaluate each submission based on a range of criteria, including cost, relevant experience related to the scope of work, proposed schedule, as well other factors, to determine the awarded bidder for each project.

Each Master Contract Agreement with each firm will be for three (3) years, with the option of two (2), one (1) year extensions for a potential total contract length of five (5) years.

By way of this memo, TMP is recommending that the following items are added to the September 10th, 2025 Meeting of the Common Council Agenda.

- a. Authorize the Mayor, Harry W. Rilling, to execute a Master Agreement for On-Call Traffic Engineering Services with AKRF, Inc., Creighton Manning Engineering and Surveying. PLLC, FHI Studio, now IMEG, Fuss & O'Neill, Greeman Pederson Inc, M&J Engineering, Vanasse Hangen Brustlin (VHB), and Weston & Sampson Engineers, Inc for a sum of approximately \$100,000 annually for each firm.

Account No.

**0926 3750 5777 C0441
0926 3750 5777 C0562
0921 4120 5777 C0648
0920 4120 5777 C0649
0926 3750 5777 C0649
0924 3750 5777 C0777
0921 4095 5777 C0782
0922 4095 5777 C0782
0925 3750 5777 C0824
0926 3750 5777 C0824
0924 3750 5777 C0835**

A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.gov/Bids.aspx?CatID=All&txtSort=Title&showAllBids=on&Status=>



CITY OF NORWALK
Sabrina Godeski
Director of Business Development & Tourism
sgodeski@norwalkct.gov
P: 203-854-7948
Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Economic and Community Development Committee
Common Council
FROM: Brian Kaspr, Chair of the Norwalk Arts and Cultural Commission
Sabrina Godeski, Director of Business Development & Tourism
DATE: October 3, 2025
RE: Ely Avenue Mural Project – Proposal Selection

Overview:

The City of Norwalk has initiated the Ely Avenue Fencing Public Art Project to transform Ely Avenue into a vibrant public space and strengthen the city's identity as a hub for community-driven art. The mural project aims to enhance neighborhood aesthetics, foster community engagement, and highlight the creative talent of local artists.

Funding and Contract:

The total contract for the Ely Avenue mural project is \$70,000. Funding for the project is provided through the MLK Grant, awarded to the City of Norwalk by the State of Connecticut. This grant supports public art and community engagement initiatives, ensuring that the project can be completed without requiring additional city funds.

Selection Process and Timeline:

- **March 19, 2025 – RFQ Issued**
The City released a Request for Qualifications (RFQ) through the Call For Entries (CaFE) platform, the City's website and social channels, and regional arts networks. The RFQ outlined eligibility, scope, budget, and explicitly prohibited submissions containing plagiarism, copyright infringement, or AI-generated artwork.
- **April 11, 2025 – RFQ Deadline**
Applications were due by 12:00 PM. Each submission was reviewed for completeness and compliance with all requirements.
- **April 2025 – Initial Review of Qualifications**
The Selection Committee, composed of three members of the Norwalk Arts & Cultural Commission and two Ely Avenue neighborhood representatives, evaluated each submission using the City's Artist Evaluation Rubric. Applicants were scored based on portfolio quality, relevance to project goals, feasibility, and local connection.
- **May 5, 2025 – Finalist Invitations Issued**
A pool of hyperlocal, qualified artists was selected as finalists. Each finalist received an honorarium and was invited to submit detailed proposals, including concept sketches, project narrative, community engagement approach, and a proposed budget.
- **July 8, 2025 – Finalist Presentations**
Artists presented their designs to the Commission and community stakeholders. Following

feedback, they were allowed one week to revise and resubmit their proposals. During this stage, staff and commissioners screened all materials for originality. Any concerns regarding AI use or plagiarism required artists to provide process documentation, such as sketches or work-in-progress images, to verify authorship.

- **August 5, 2025 – Follow-Up Review**

Due to questions about authenticity and originality, a second Commission meeting was convened. Each proposal was carefully re-examined, with particular attention to AI and copyright compliance. The Commission ensured all submissions adhered to the City's Public Art RFQ and Artist Selection Policy, confirming that both finalist artists were qualified to complete the project in a timely and professional manner.

AI Screening and Originality Measures:

The City applied multiple safeguards to verify authenticity:

- RFQ prohibited AI-generated or plagiarized content.
- Staff and commissioners screened submissions for AI use and copyright issues.
- Artists with flagged submissions provided additional documentation of their process.
- All final submissions were run through five AI detection software programs.
- Approval or denial for inclusion in the public survey was determined based on these reviews.

Public Engagement and Voting:

Following the Commission's verification of both finalists' qualifications and authenticity, a public vote was conducted to determine community preference.

- Total votes cast: 1,372
- Option 1: 54%
- Option 2: 46%

Next Steps:

The final decision now rests with the Norwalk Common Council, which holds the authority to award the contract to the selected artist/team. Once the contract is approved, the project will move forward with design finalization, permitting, and installation scheduling.

Summary:

The Ely Avenue mural project followed a transparent, structured, and community-driven process. Multiple stages of review, editing, and discussion ensured that the selected artwork is authentic, original, and aligned with the project's goals. The Arts & Cultural Commission verified the qualifications of both finalists, and the public vote reflects the Ely Avenue community's preference. Approval from the Common Council will allow the City to move forward with this important public art initiative, enriching the neighborhood and strengthening Norwalk's cultural identity.

POTENTIAL ACTIONS

Authorize the Mayor, Harry W. Rilling to execute a contract with Jahmane West for the Ely Avenue Fencing Mural in an amount not to exceed \$70,000.

OR

Authorize the Mayor, Harry W. Rilling to execute a contract with Oksana Tanasiv for the Ely Avenue Fencing Mural in an amount not to exceed \$70,000.

Request for Qualifications (RFQ): Ely Avenue Fencing Mural
City of Norwalk, Connecticut
Issued: March 18th, 2025

Introduction

The City of Norwalk invites professional artists, artist teams, and community-based art organizations to submit qualifications for the design and installation of a mural on the fencing along Ely Avenue. This project aims to enhance the aesthetics of the area, celebrate the community's diversity, and contribute to Norwalk's growing reputation as a hub for arts and culture. A vital aspect of this project is engaging the Ely Avenue community to ensure the mural reflects their values, stories, and aspirations.

Project Background

The mural will serve as a key visual feature along Ely Avenue, reflecting the vibrant spirit of Norwalk. As part of the City's commitment to public art and community engagement, the project seeks to involve residents in shaping the design and theme, fostering a sense of ownership and pride.

Project Scope

Location: The mural will be installed on the fencing along Ely Avenue.

Size: The fencing is approximately 450 ft long and is between 6 and 8 feet tall though it varies in height in spots.

Theme: Proposals should celebrate the cultural diversity, history, and community identity of the Ely Avenue neighborhood, and Norwalk as a whole.

Medium: Durable, weather-resistant paint and materials suitable for outdoor installation. Artwork should be affixed to the existing chain link fence.

Budget: A total of \$70,000 is allocated for the project, which must cover all costs, including design, materials, labor, installation, stipend, travel and contingency.

Community Engagement: Artists are required to facilitate at least one community engagement activity (e.g., workshop, listening session, or interactive event) to gather input and feedback from Ely Avenue residents. There is a strong desire to have residents and community members involved in the installation of the artwork in some way.

Eligibility

This RFQ is open to professional artists and artist teams from Connecticut with demonstrated experience in public art design and installation. Norwalk and Fairfield County based artists will be given priority. Norwalk natives, or teams that include Norwalk natives, are highly encouraged to apply. Preference will also be given to applicants with prior experience in community-based projects and engagement.

Response Requirements

A Short Biography or Resume (500 words or less): Explaining the artist's background and experience

Portfolio: Examples of relevant past work minimum 3, maximum 6.

Applications that plagiarize, contain copyright infringements, or use artificial intelligence in the creation of work will be disqualified and removed from consideration.

Selection Process

Initial Review: Submissions will be evaluated for completeness and adherence to the RFQ requirements.

Final Selection: A selection panel, including representatives from the Arts and Culture Commission and community stakeholders, will review and choose a finalist pool. The finalist pool will be asked to create proposals for a stipend to then be shared to the public for a vote for their preferred option. Please see the City of Norwalk Mural Request for Qualifications (RFQ) and Artist Selection Policy that outlines the entirety of the process at the following link: [LINK]

Timeline

RFQ Release: March 18, 2025

Submission Deadline: April 11, 2025

Proposal invitations: No later than May 5, 2025

Finalist Presentations: June 3, 2025

Public Survey: June 10 – July 1, 2025

Project awarded: July 3, 2025

Project Completion Deadline: Fall 2025

Submission Instructions

Submit all proposal materials by April 11, 2025 at 12 PM to:

LINK TO CAFE

Contact Information

For questions regarding this RFQ, please contact:

Sabrina Godeski
sgodeski@norwalkct.gov
204-854-7948

Additional Information

The City of Norwalk reserves the right to modify this RFQ or reject any and all proposals at its discretion. Artists will retain copyright of their work, but the City reserves the right to use images for promotional purposes.

We look forward to your creative contributions to the Ely Avenue fencing mural!

Commented [br1]: pinning to change to RFQ

Commented [br2]: pinning for rfq

City of Norwalk Public Art Request for Qualifications (RFQ) and Artist Selection Policy

1. Objective

The City of Norwalk is committed to fostering public art that reflects the cultural, historical, and social vibrancy of our community. Our public art projects seek to invite qualified artists to create works that enhance the public space, encourage community development and growth, and contribute to the city's cultural landscape. Each piece of public art has unique requirements and objectives, and this policy serves to provide a general structure for Norwalk's RFQ open calls. Individual projects will specify key requirements and define objectives where needed.

2. Definitions

Artificial Intelligence in Artwork: The use of AI tools in creating artistic works, which is not permitted for public art project submissions.

Artist Contract: A formal agreement between the selected artist and the City of Norwalk, outlining project milestones, payment schedule, rights, responsibilities, and maintenance requirements.

Call for Artists (CFA): A public announcement inviting artists to participate in a public art project, detailing project scope, budget, timeline, and submission requirements.

City of Norwalk: The municipal government responsible for managing public spaces and fostering cultural, historical, and social vibrancy through initiatives like public art projects.

Common Council: The governing body of Norwalk that provides final approval for public art projects after recommendation by the Economic and Community Development Committee.

Contingency: A portion of the public art project budget reserved for unforeseen costs or adjustments during the execution of the project.

Copyright Infringement: The unauthorized use of another individual's intellectual property, disqualifying applications for public art projects.

Economic and Community Development Committee: A subcommittee of the Norwalk Common Council responsible for reviewing and approving public art projects before they move to the full Council.

Honorarium: A monetary payment awarded to artists invited to submit detailed proposals after the qualifications round, typically ranging from \$250 to \$500.

Neighborhood Representatives: Local community members participating in the selection process to ensure representation of neighborhood perspectives.

Norwalk Arts and Cultural Commission (NACC): A body that oversees the city's public art initiatives, manages budgets, and coordinates the selection and approval processes for public art projects.

Project Milestones: Key phases and deadlines within the public art project timeline, as specified in the artist contract.

Project Scope: The detailed description of the public art project, including its location, goals, and deliverables, as outlined in the RFQ or CFA.

Proposal Fee: Compensation provided to artists for the time and effort spent developing a full proposal, including sketches, narratives, and budgets.

Proposal Submission: The detailed plan submitted by selected artists, including concept sketches, narratives, and budgets, to compete for the final project selection.

Public Art: Creative works displayed in public spaces intended to enhance the cultural and aesthetic value of the community, encourage development, and contribute to the city's cultural landscape.

Public Engagement: A process where Norwalk residents are invited to review and provide feedback on proposed public art designs through surveys or other means to ensure community involvement in the selection process.

Qualified Artist: An individual or team with demonstrated experience, artistic merit, and the ability to meet the specific objectives of the public art project, as assessed during the RFQ review process.

Request for Qualifications (RFQ): The first step in the artist selection process, issued by the City of Norwalk to invite artists to submit their qualifications for public art projects.

Selection Committee: A group comprising three Commission members and two neighborhood representatives tasked with reviewing artist qualifications and selecting finalists for public art projects.

3. Release of Call for Artists

The City will issue a Request for Qualifications (RFQ) as the first step in the artist selection process. The RFQ will be publicly released and advertised in the following locations:

- Call For Entries (CAFE)
- City of Norwalk website and social media platforms
- Local arts and cultural organizations
- Regional artist networks and newsletters

The advertisement will include:

- Project scope and location details.
- Total budget, including materials, artist fees, insurance, travel, per diem, and contingency.
- Project timeline, including submission deadlines, selection deadlines, installation, and completion deadlines.
- Submission requirements (qualifications, portfolio, artist statement).

The Norwalk Arts and Cultural Commission and/or selection jury reserves the right to extend call deadlines or to reopen the call if it feels that the applicant pool did not satisfy the requirements or objectives of the project.

4. Budget and Artist Compensation

The budget for each public art project will be predetermined by the Arts and Cultural Commission prior to the release of the RFQ. This set price will include artist fees, materials, and any other associated costs and will be clearly stated in the call. The NACC will determine a budget based on current market rates, material costs, an/or specialized skills or equipment required. The budget will be competitive in the public art industry.

Artists who are invited to submit a full proposal after the qualifications round will receive an honorarium for their proposal. Typically, this honorarium is \$250-\$500, and subject to change based on cost increases and/or complexity of projects and proposal needs.

5. Selection Process

1. Initial Qualification Review: The Selection Committee, to be made up of 3 Commission members and 2 neighborhood representatives, will review artist qualifications. The Committee will select qualified artists based on their experience, artistic merit, and alignment with the project's specific objectives. Artists may be selected from the open call or by invitation. Invited artists may be chosen from past applicants, artists with whom the commission has a relationship, referrals, and/or working professional artists whose work aligns with the project goals. The City of Norwalk and the Norwalk Arts and Cultural Commission supports working artists creating original work. Applications that plagiarize, contain copyright infringements, or use artificial intelligence in the creation of work will be disqualified and removed from consideration.
2. Proposal Submission: The selected artists will be invited to submit detailed proposals, including concept sketches, a project narrative, and a proposed budget. Each selected artist will receive a proposal fee to compensate them for their time and effort.
3. Selection of Finalists: The Arts and Cultural Commission will review all proposals and select the top proposals based on creativity, artistic merit, community relevance, and feasibility.
4. The finalists will have an opportunity to edit their proposals based on feedback from the commission.

The City of Norwalk, The Norwalk Common Council, and The Norwalk Arts and Cultural Commission reserves the right to deny, cancel, or revoke any artist or project for any reason.

5. Public Engagement: The top proposals will be presented to the public for review through an online survey hosted on the City's website. The survey will allow residents to provide feedback on each design and indicate their preferred design. The design selected based on public input will be brought forward for approval to the Economic and Community Development Committee of the Common Council. Upon committee approval, it will move to the full Common Council for final approval.

6. Approval Process

After the public survey and final review by the Arts and Cultural Commission, the selected design will be submitted to the Economic and Community Development Committee of the Common Council. If approved by the Committee, the proposal will go before the full Common Council for final approval.

7. Artist Contract

Once the Common Council approves the public art project, the selected artist will enter into a formal contract with the City of Norwalk. The contract will outline:

- Project timeline and milestones.
- Payment schedule.
- Rights and responsibilities of both the artist and the City.
- Requirements for installation, maintenance, and potential future modifications or repairs.

8. Project Completion and Installation

Upon execution of the contract, the artist will begin work according to the agreed-upon timeline. The project is expected to be completed within the specified time frame and budget, with regular updates provided to the Arts and Cultural Commission.

Artist Evaluation Rubric (Total: 100 Points)

The following rubric will be used to evaluate an artist's qualifications based on a range of criteria that reflect the artistic, cultural, and community impact of the proposed work. The total score will help guide the selection process. Please note that rubric ranks may change based on a project's specific requirements.

Criteria	Description	Points
Artist's Previous Work	Evaluation of the artist's portfolio. Does the artist have a strong portfolio that demonstrates a unique point of view? Does the artist's work include an array of original, creative ideas, or new ideas in novel ways. Does the artist's work showcase a proficiency with tools and materials specifically related to the project?	35
Relevance to Theme/Project Goals	How well the artist and their work reflect or address the cultural, historical, or community significance of the project. Do they align with the goals of the City's public art program?	25
Budget and Timeline	Will this artist be able to complete this project within the timeframe and proposed budget?	20
Feasibility/Execution	Past artist experience. Does the artist have past experience and demonstrated success with similar public art projects? Can they execute and install a project in terms of size, materials, location, and budget?	10
Local Artist Consideration	Preference given to local artists or artists with significant connections to the Norwalk community. Does the artist have a demonstrated history of working in the area or with local organizations?	10

Total Points: _____ / 100

Public Art Proposal Evaluation Rubric (Total: 100 Points)

The following rubric will be used to evaluate proposals based on a range of criteria that reflect the artistic, cultural, and community impact of the proposed work. The total score will help guide the selection process. Please note that rubric ranks may change based on a project's specific requirements.

Criteria	Description	Points
Artistic Merit	The overall quality of artwork, including composition, use of color, style, and technical skill. Does the proposal display creativity, originality, and craftsmanship?	30
Relevance to Theme/Project Goals	How well the proposed design reflects the cultural, historical, or community significance of the site. Does it align with the goals of the City's public art program?	15
Community Engagement	How effectively the design considers the local community's identity and values. Does the proposal incorporate elements that will resonate with local residents?	10
Visual Impact	The overall visual appeal and impact of the design. Does the proposal create a strong presence in its proposed location?	10
Budget and Timeline	Clarity and realism of the proposed budget and timeline. Are the proposed costs reasonable and does the timeline appear feasible for the completion of the project?	10
Feasibility/Execution	Practicality and technical feasibility of the design. Is the proposed project manageable in terms of size, materials, location, and budget?	10
Local Artist Consideration	Preference given to local artists or artists with significant connections to the Norwalk community. Does the artist have a demonstrated history of working in the area or with local organizations?	10
Durability and Maintenance	Consideration of the project's longevity and the artist's plan for ensuring the project is durable and can be easily maintained over time.	5

Total Points: _____ / 100

Scoring Guide:

90-100 Points: Outstanding – proposal excels in all areas.

75-89 Points: Exceeds expectations – strong proposal with few or no adjustments needed.

60-74 Points: Meets expectations – solid proposal with minor adjustments needed.

45-59 Points: Needs improvement – some aspects may require revisions.

Below 45 Points: Below expectations – significant improvement needed.

JAHMANE: Fabric of the City Ely Ave. Mural Installation Details

Mural Inspiration and Concept.

The inspiration for this mural installation is derived from a series of public art I call "Fabric of the City". The artwork draws from the deep history of Gee's Bend quilt makers and the communal connection of quilt-making societies. The use of bright, bold colors, abstract patterns, recycled elements, and historic references represents the diverse soul of the neighborhoods in which my murals are displayed. As a Norwalk native and past resident of the Roodner Court Housing apartments, I would often travel down Ely Avenue to this neighborhood to visit family in the area, play, buy penny candies, fresh fruit, and watch the trains go by. The Concept for my mural captures the essence of those times and hopefully will inspire current and future residents to cherish the community.

Key Elements:

Mural will be installed using up to 40 4x4ft weatherproof wood panels in a patchwork quilt style pattern. This will allow heavy winds to pass through more easily with less stress on the fencing

Community engagement:

I plan to partner with the Norwalk Library and use the South Norwalk Library to hold a series of workshops for public input. These workshops will allow the community to suggest names of respected individuals and historic references that may be added to the mural, as well as paint selective mural panels. I also plan to use the front of the library to temporarily display a few panels, bringing attention to the newly remodeled library and project.

Estimated Supply List:

30 sheets of KLEER ½ inch 4x8 panels from Rings End

Paint supplies *see attached

5 roller handles / 20 medium nap roller covers

5 buckets w lids / small paint containers

20 large rolls of green frog tape

1 20 ft POD container

Custom fabricated hanging brackets and hardware

Approximate Budget / Cost Breakdown: \$70,000.00

30 sheets of KLEER ½ inch 4x8 panels from Rings End

30 x \$181 plus cutting and delivery\$7,000.00

Paint cost TBD / Approx with discount.....\$2,500.00

Misc supplies, rollers, buckets, tape etc.....\$500 to \$1000

Pod container for panel storage during project.....\$500.00

Bracket fabrication for panel hanging 30-35 set ups.....,\$2,000.00

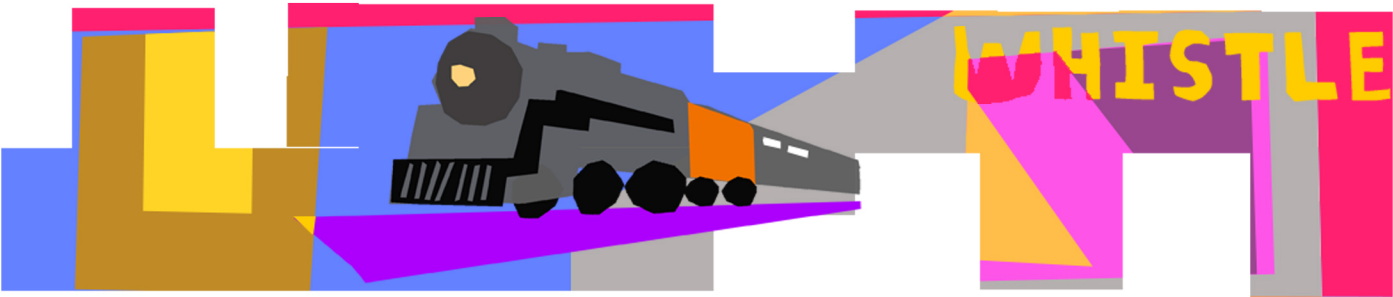
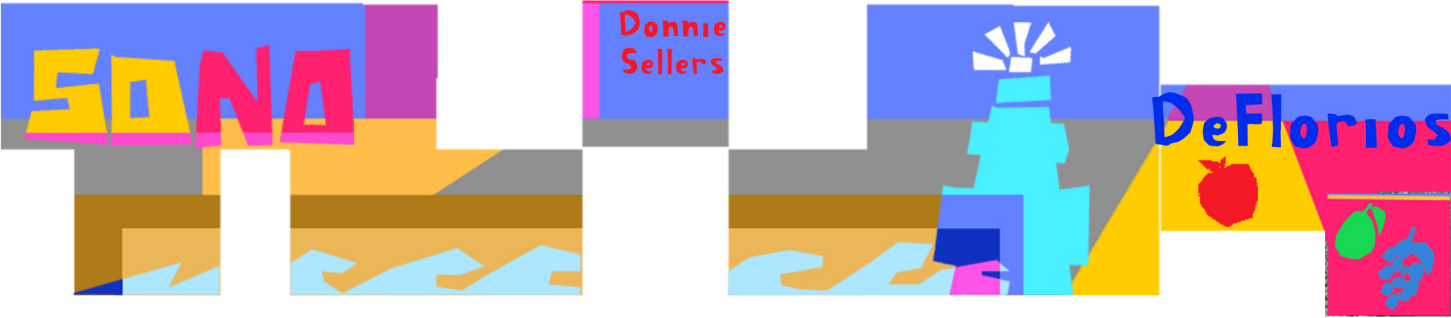
Project assistant budget.....\$5 - \$8,000.00

Lead Artist fee.....\$50,000.00

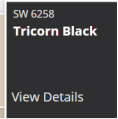
JAHMANE: Fabric of the City - Ely Avenue Mural Installation



JAHMANE: Fabric of the City - Ely Avenue Mural Installation
(Isolated sections)



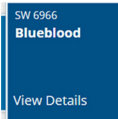
SHERWIN WILLIAMS
EXTERIOR PAINT



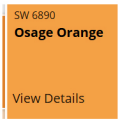
1 GALLON



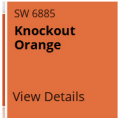
3 GALLONS



3 GALLONS



3 GALLONS



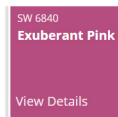
3 GALLONS



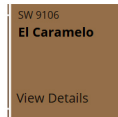
3 GALLONS



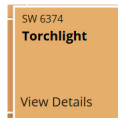
3 GALLONS



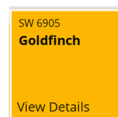
2 GALLONS



2 GALLONS



3 GALLONS



3 GALLONS

MONTANA GOLD
SPRAY PAINT



6 CANS



6 CANS



6 CANS



6 CANS



6 CANS



6 CANS



3 CANS



6 CANS

NORWALK Mural “Town Scape” featuring remarkable places of Norwalk historical buildings, streets, parks, beach.

Address: Ely Street Mural Project Norwalk, Connecticut

Project Idea, Description, Mission

Norwalk Town Landscape Mural

Featuring Historical Buildings of Norwalk, townscape scenes in parks, beach, business district, seascapes.



“Norwalk City Scape” is a project that presents a view of the cityscape of Norwalk and historical buildings of the city.

These are also the moments from everyday life of citizens of Norwalk on the beach, in parks, on the streets, in cafes, captured scenes in the process of shopping, and the life of the city's business people.

The mural will be done in the style of silhouettes (people, trees, and other objects), by using monochromatic colors technique (several shades of blue, grey from light-blue sky to the darkest blue front line objects as peoples' silhouettes etc). The adds of the objects in bright colors will make the art more vivid and unique.

The mission of the mural is to capture the most characteristic moments from the life of the residents and to decorate Norwalk City (Ely street) with unique art.

Project Size Estimate:

1. Mural Fence Size: Length 445ft

Height 8' ft _____

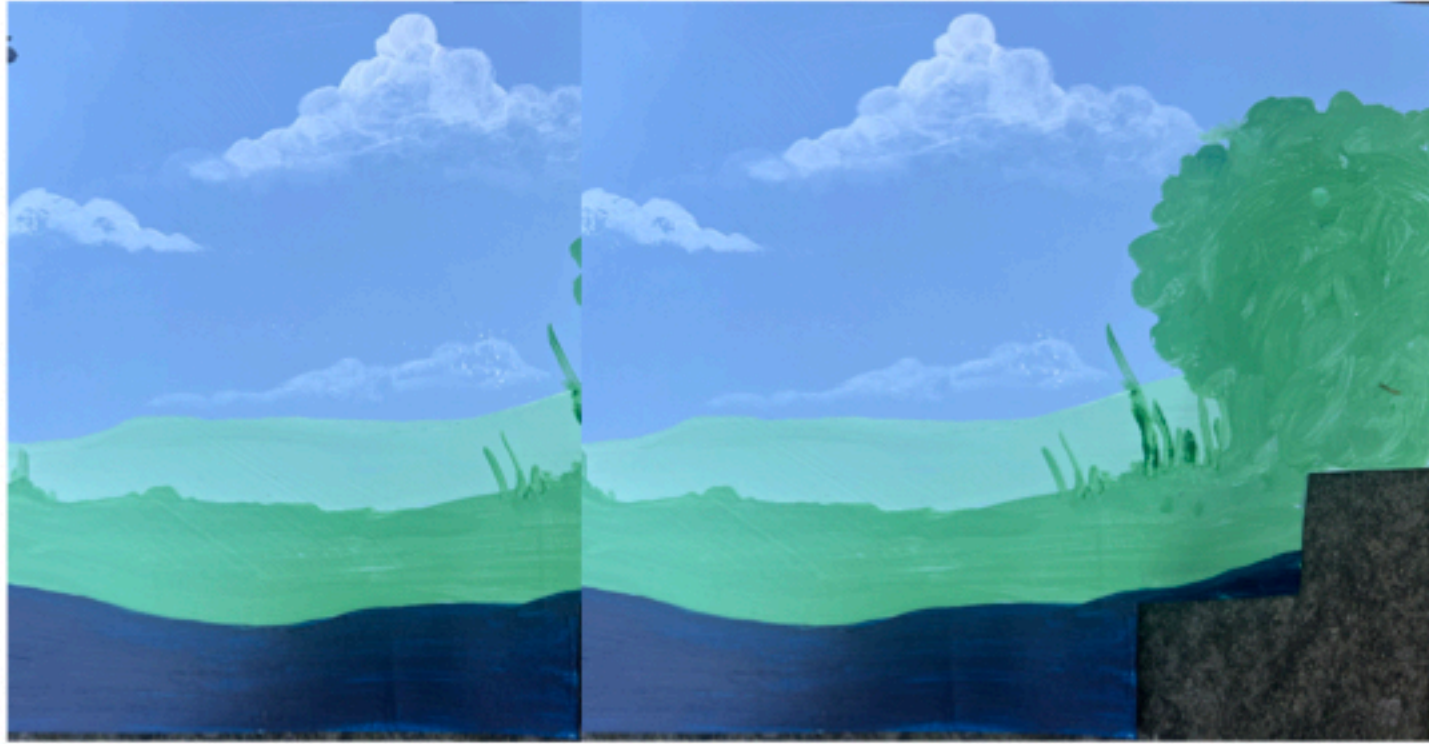
3,560 sq ft. - mural size







**Top Corner (next to bridge)
21'**



**Lower Corner Next to Bridge
Landscape Abstract Area (approximately
. 15')**





City of Norwalk, CT Economic Outlook

Presentation to the Economic and Community Development Committee

October 9, 2025

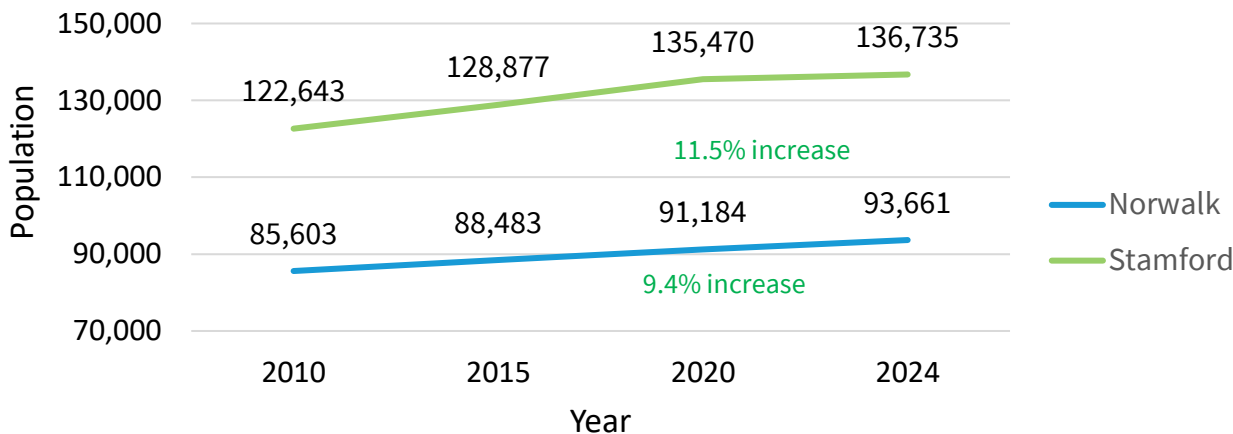
Sabrina Godeski – Director of Business Development & Tourism

Agenda

- Population information
- Income information
- Employment data
- Leasing activity
 - Commercial
 - Residential
- Our economic development strategy
- Programs and events
- New developments
- Planning Initiatives
- Questions/Discussion

Population

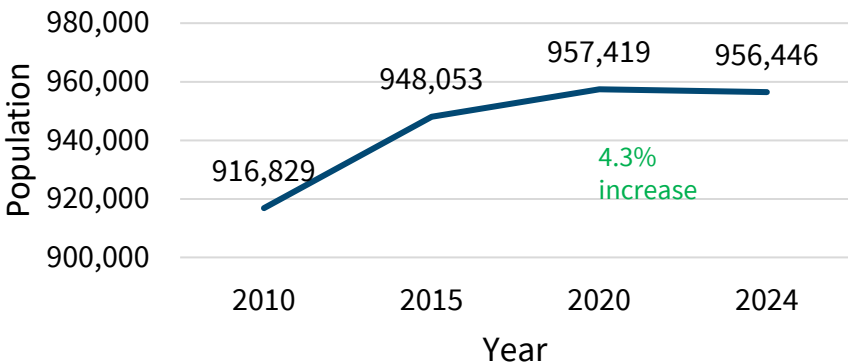
Population Change 2010-2020 – Norwalk & Stamford



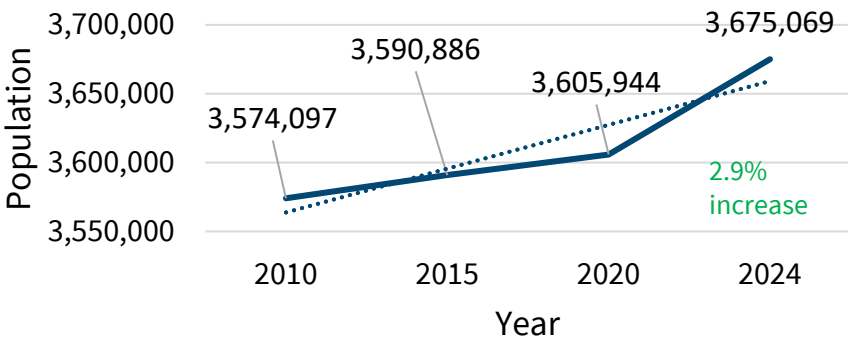
Norwalk's population is **growing at a steady rate** since 2010. The 2020 census data found Norwalk's population **increased by 6.5 percent, the seventh highest increase in the state and third highest among large municipalities** or cities in Connecticut.

The **Census data undercounts** actual population count so we can expect the 2024 numbers to be **higher** than what is listed.

Population Change 2010-2024 – Fairfield County

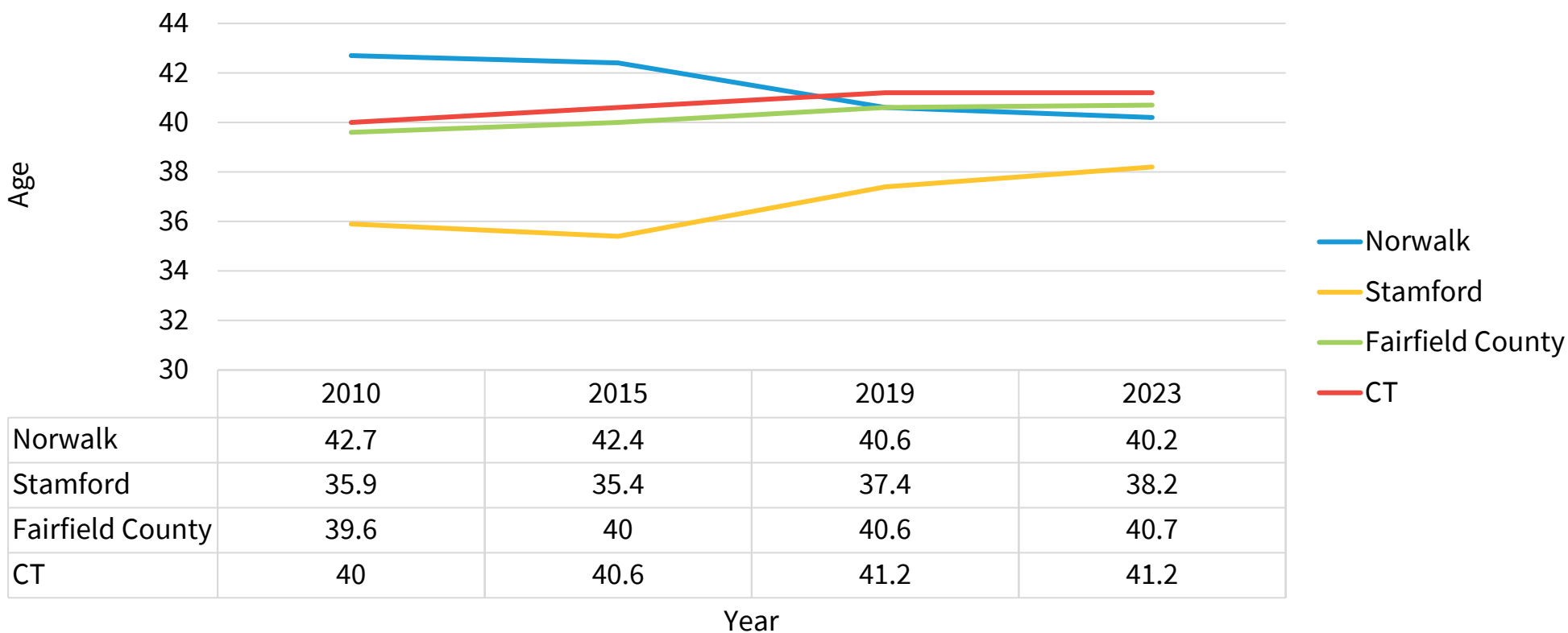


Population Change 2010-2020 – State of CT



Age

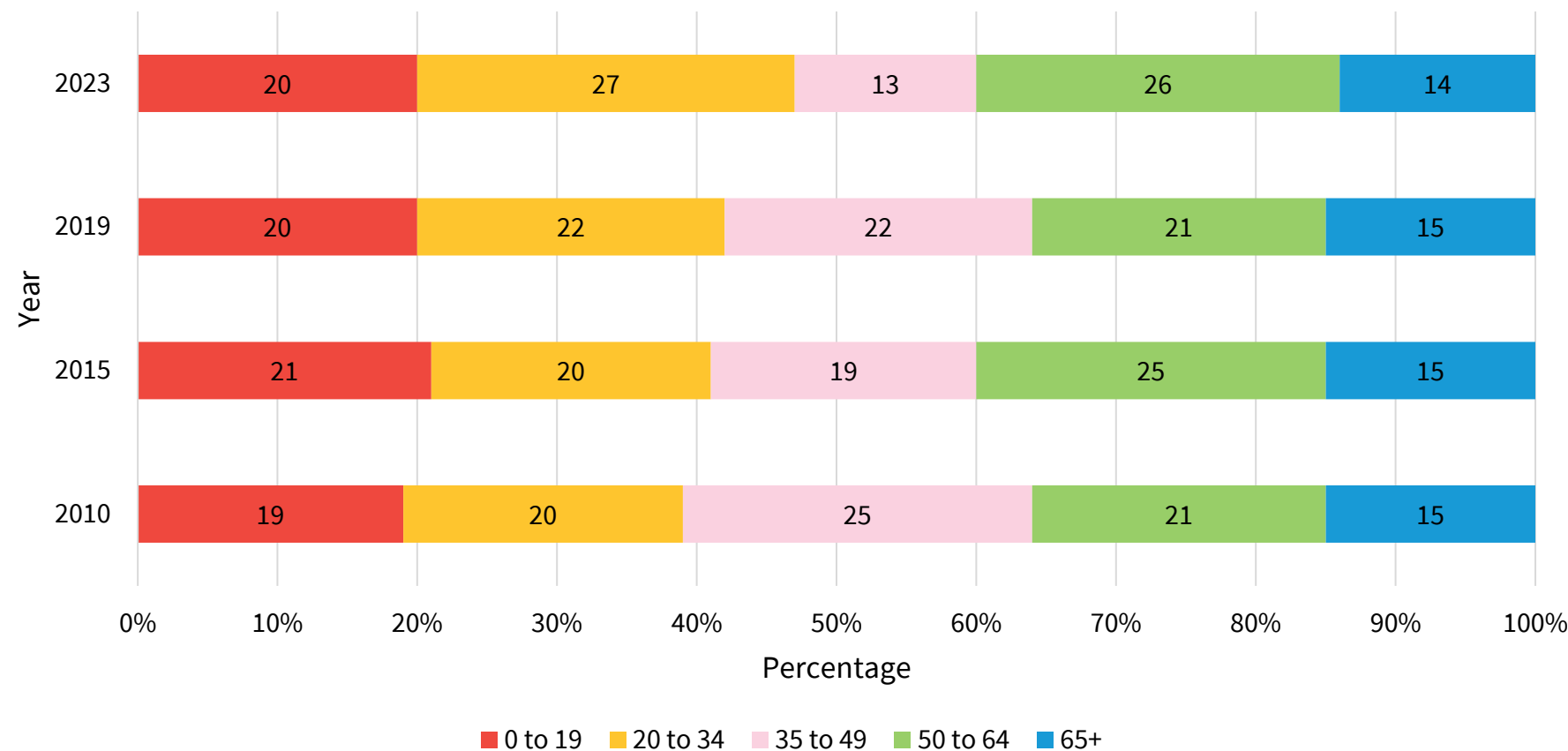
Median Age



Norwalk's population is **getting younger** while other geographies are aging.

Age Groups

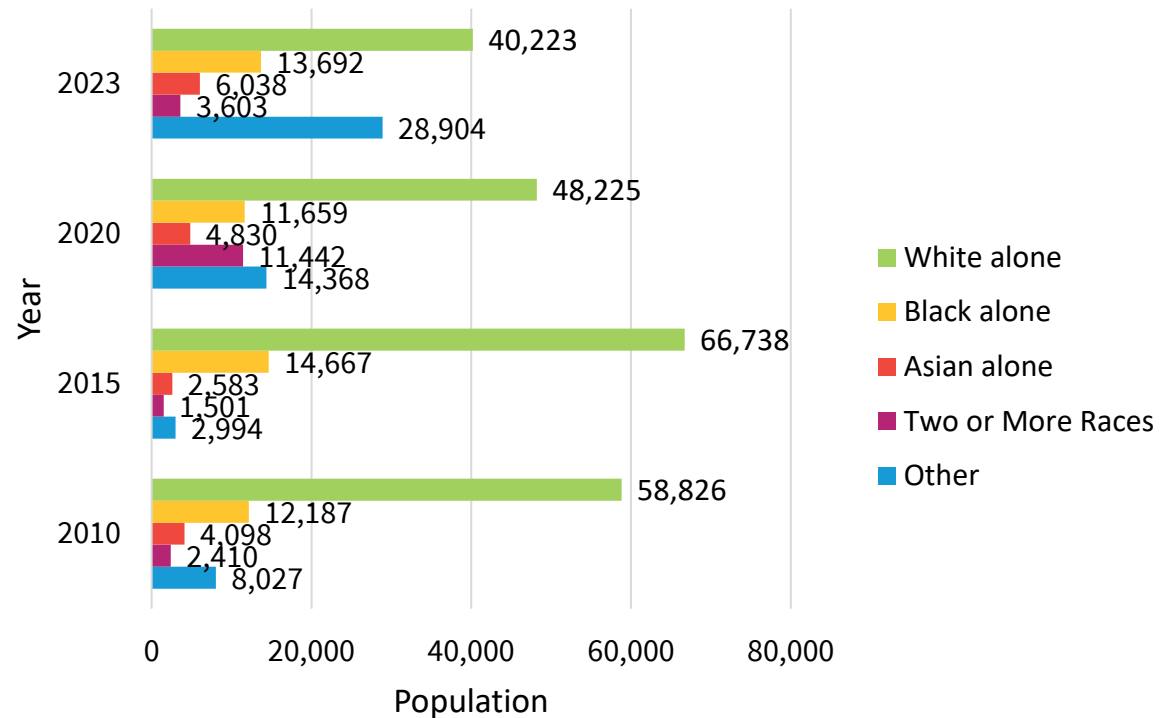
Norwalk, CT Age Breakdowns 2010-2023



Most of **Norwalk's** population growth is coming from the **millennial aged cohort – ages 20 to 34**. As you will see all other cohorts have either decreased or remained relatively stagnant.

Race Composition

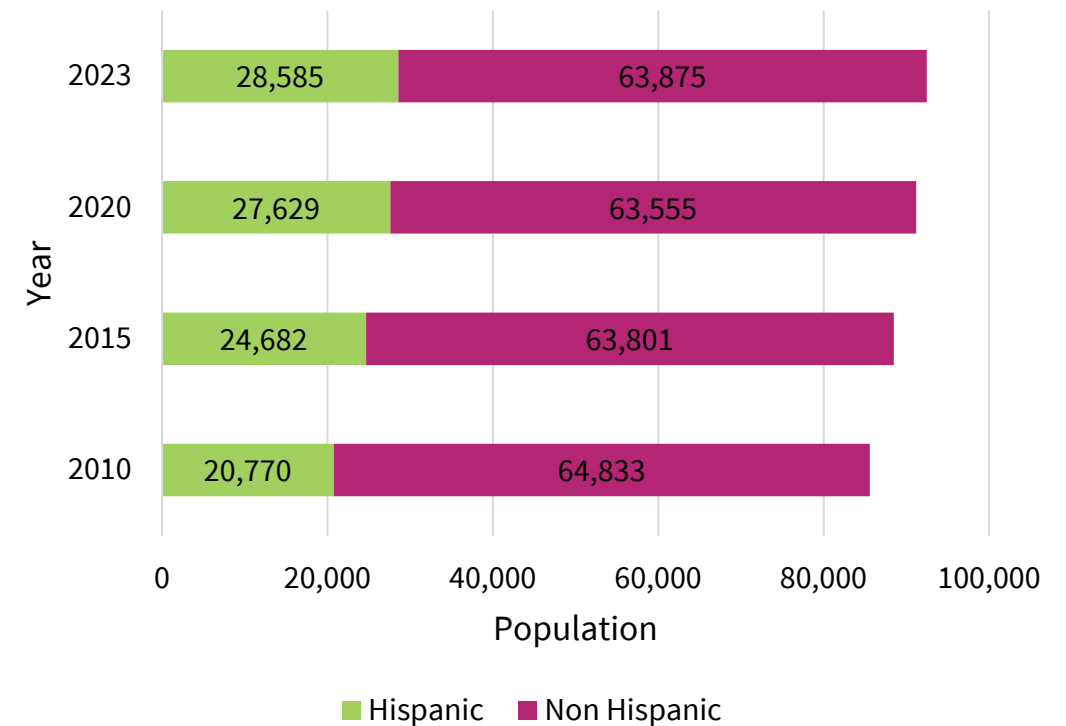
Race Composition from 2010-2023



Over time there has been a **steady decline of non-Hispanic** individuals while there has been a **steady increase** in the Hispanic population.

The White alone populations have **significantly declined** in recent years. All other races have **significantly increased**.

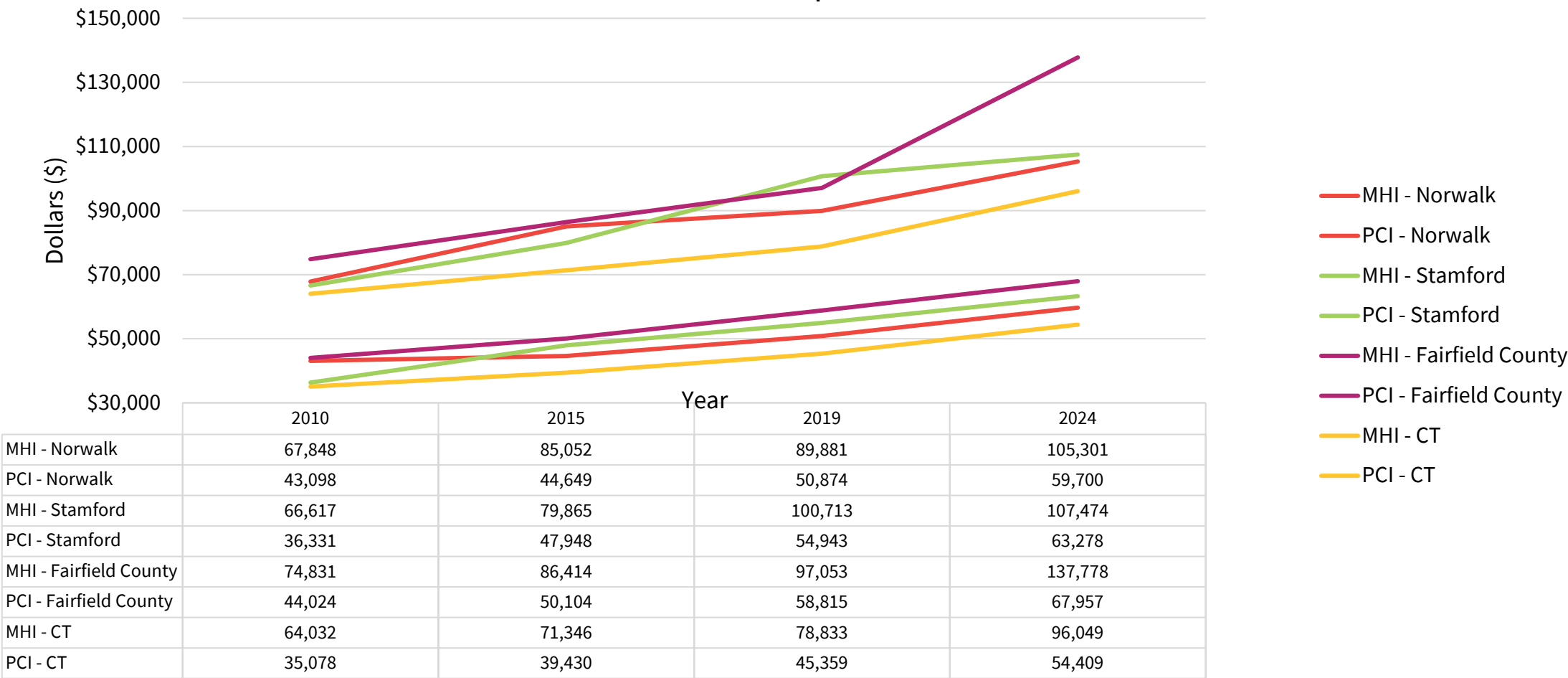
Hispanic Origin from 2010-2023



Income

Overall, **stagnant income per capita growth** but **significant increases in median household income**. This most likely means that **household sizes are getting larger and/or individuals within the household are aging** as the income of a sole individual has not raised significantly.

Median Household Income vs. Per Capita Income

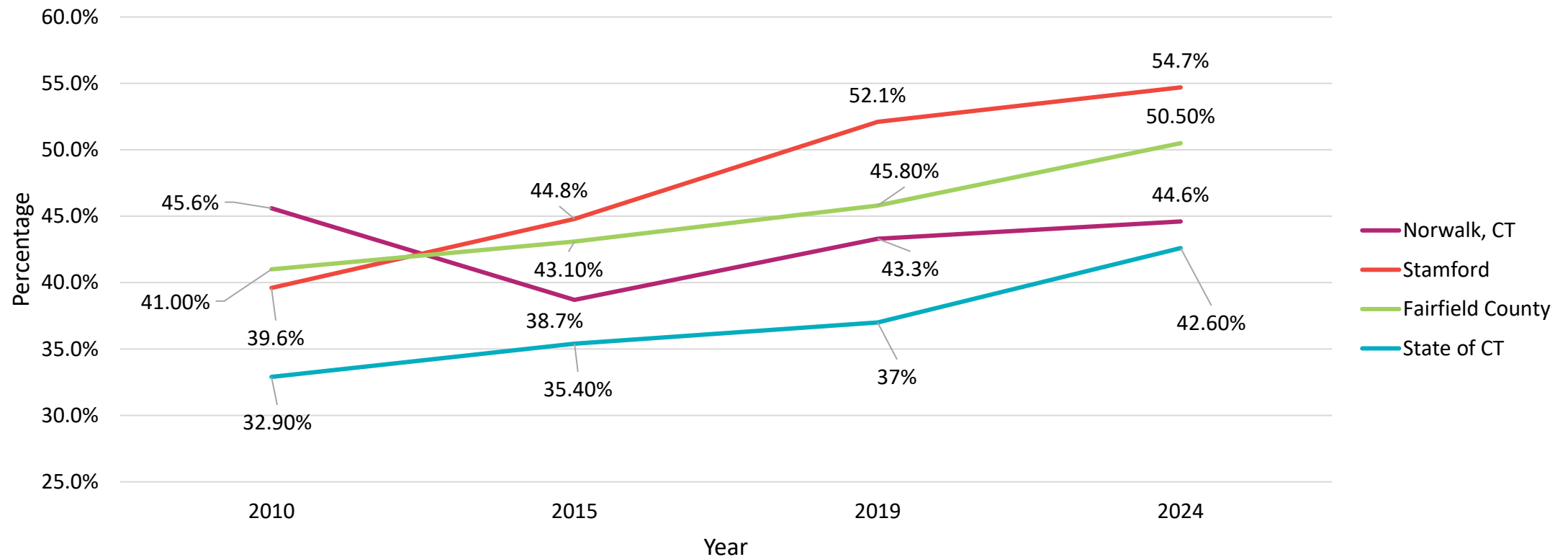


Educational Attainment

The City of Norwalk continues to have **one of the most highly educated workforce in the State** and is above the state average year after year.

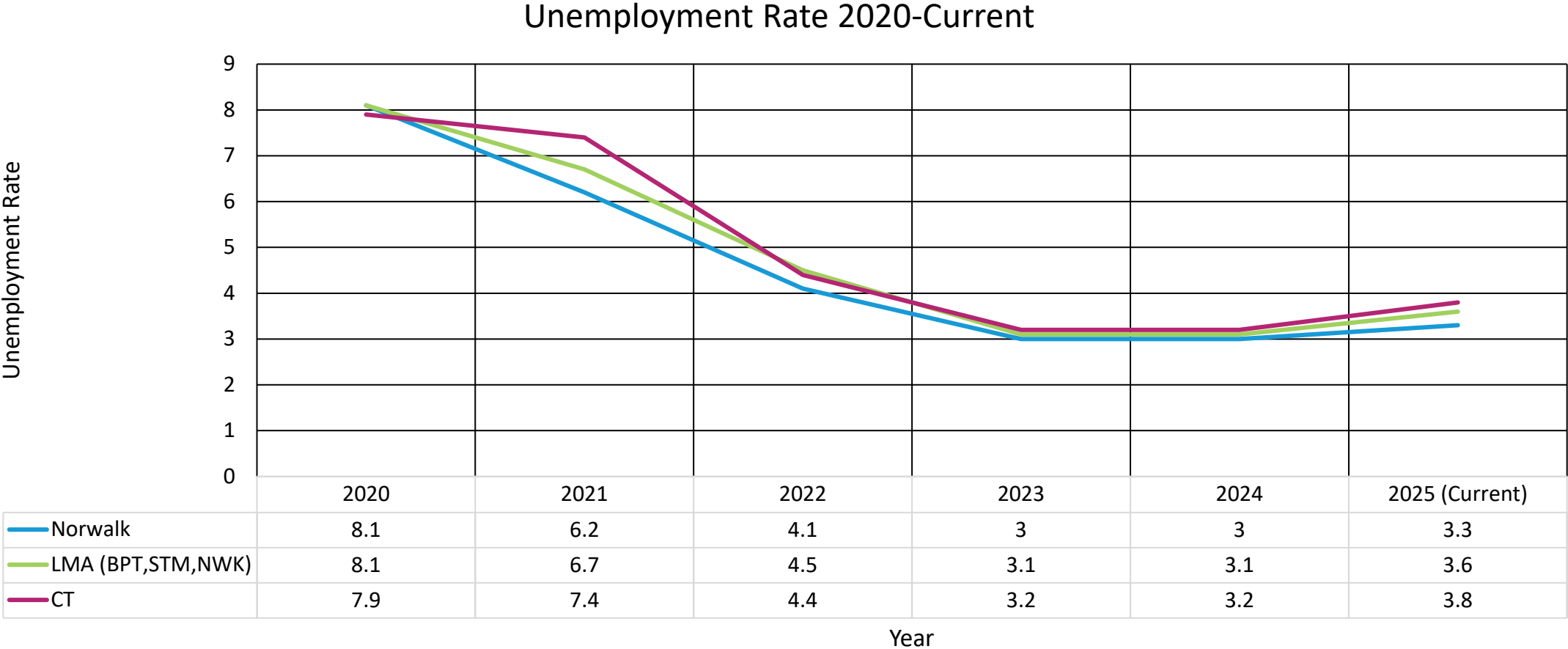
This is an important factor for large companies while considering relocation.

Percentage of Individuals 18 or Older with a Bachelors Degree or Higher



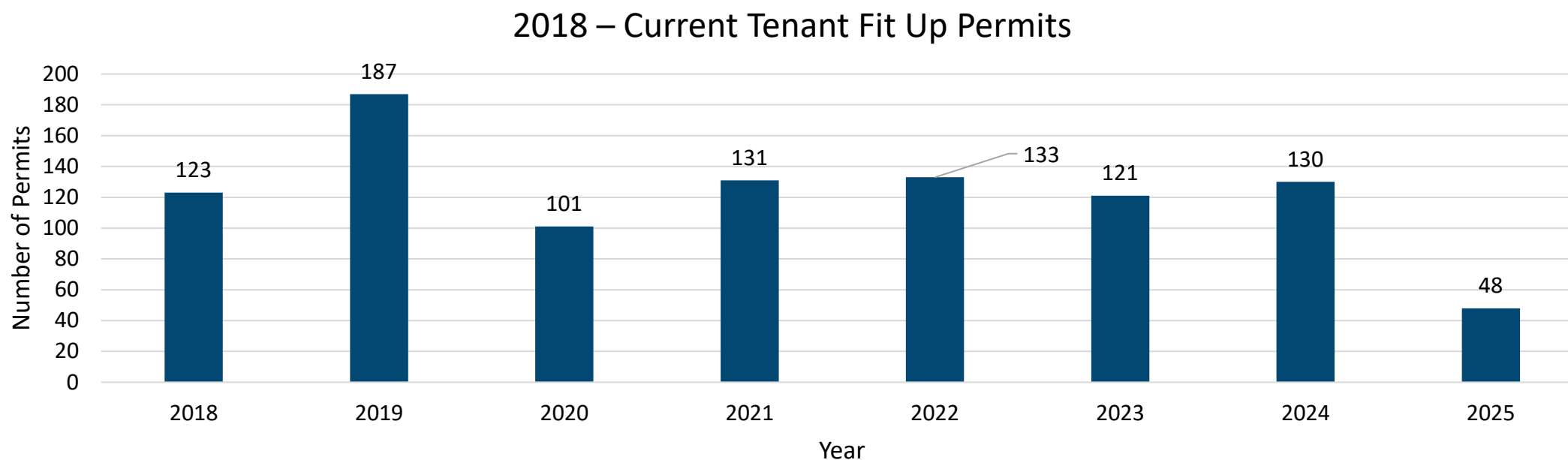
Employment

Unemployment has **rebounded from COVID-19 layoffs** in the City, Labor Market Area, and State since 2020 where unemployment was at its highest.



Fit-Up Permits

- We have seen a **48 commercial tenant fit up permits** since the beginning of the fiscal year. Based on last years trends we are expecting at least 40 more before the end of the year.



Leasing Activity – Commercial LMA

- The Bridgeport-Stamford-Norwalk, CT commercial real estate market is **weaker** compared to the overall U.S. market.
- The apartment property market is **stronger** than nationally.
- The office property market is **stronger** than nationally.
- The industrial property market is **stronger** than nationally.
- The retail property market is **weaker** than nationally.
- The hotel/lodging property market is **stronger** than nationally.

The commercial real estate market is slowly getting back on track post COVID. The **multifamily, industrial, and retail property markets will continue to recover more quickly than the office property market** where vacancy rates will likely remain elevated compared to the pre-pandemic level.

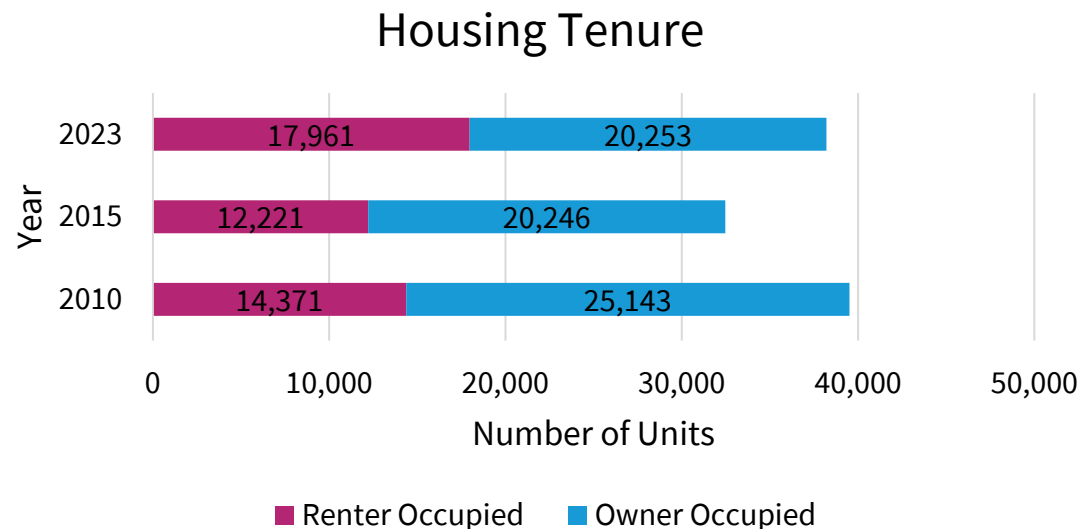
Leasing Activity – Commercial Norwalk

- **Norwalk** Class A office availability decreased from 44.3% to **41.7%**. Of the 17 buildings surveyed, **9 experienced a decrease in available square footage**. 101 and 201 Merritt 7 have been removed from the survey as there are residential conversion plans.
- Almost 75% of the decrease in space came from three buildings: 45 Glover Avenue, 383 Main Avenue and 401 Merritt 7 for a total of 206,372 sf. The vast majority of the increase in available space was at 901 Main Street for a total of 228,084 sf.
- Although Norwalk has the highest availability rate in most surveys it is because we have 50% or more, less available Class A office buildings in the region.

Residential Market Facts

- Average Residential Home Price in Norwalk is \$695K
 - (53% increase from 2020; 5.5% increase in the last year)
- Properties going to pending sale within 15 days
- 68.5% of homes are selling over listing price
- Vacancy rate is one of the lowest in the state for all housing types
- Average rent is \$2,850
 - 38% higher than the national average
 - Up \$79 from last year
 - Significantly lower than Darien and Westport but only 2% lower than Stamford

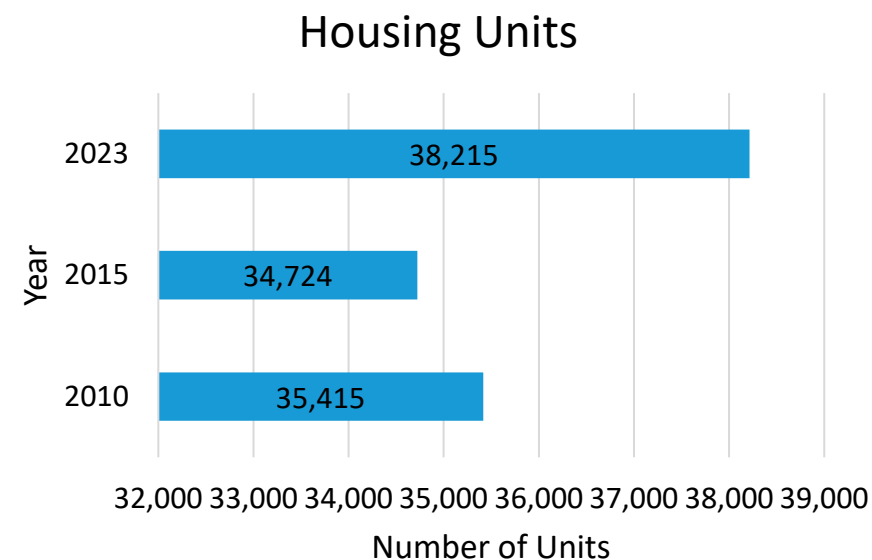
Housing Tenure



The number of renter-occupied units and owner-occupied units is beginning to even out over time.

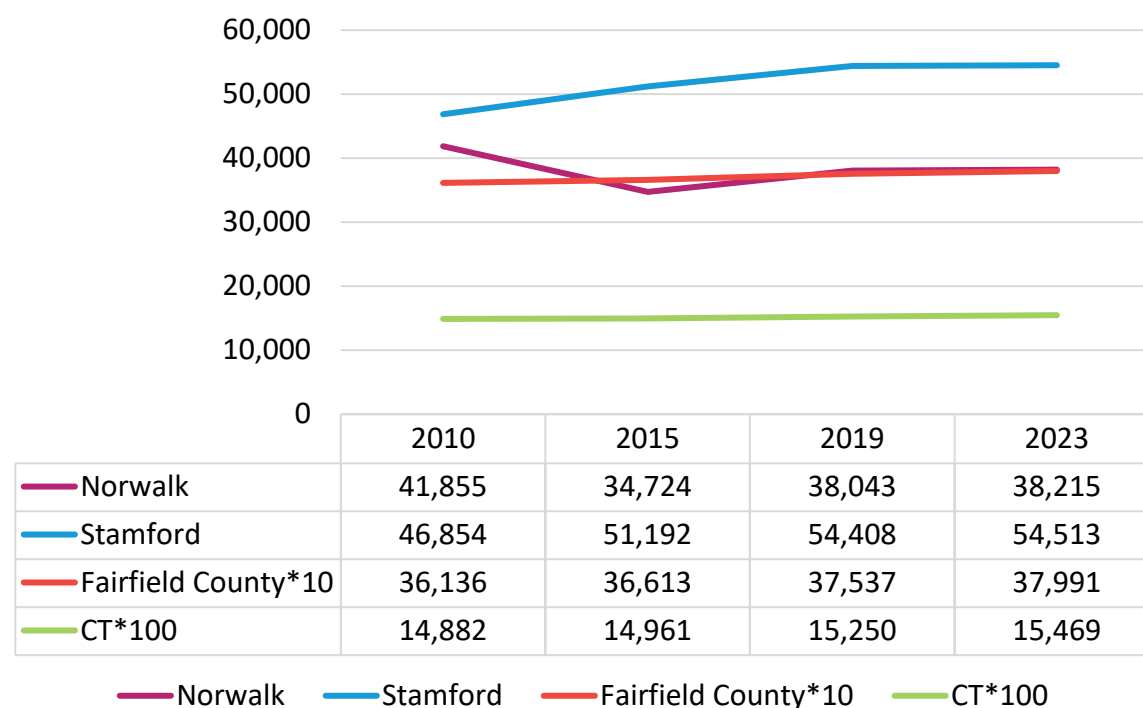
The difference between housing units in these graphs are vacant units.

The number of overall housing units has gone up since 2010. However, **vacancy rates are at historic lows**, which shows demand for additional housing units and different types of housing units (single family, multifamily housing for all income levels, etc.)

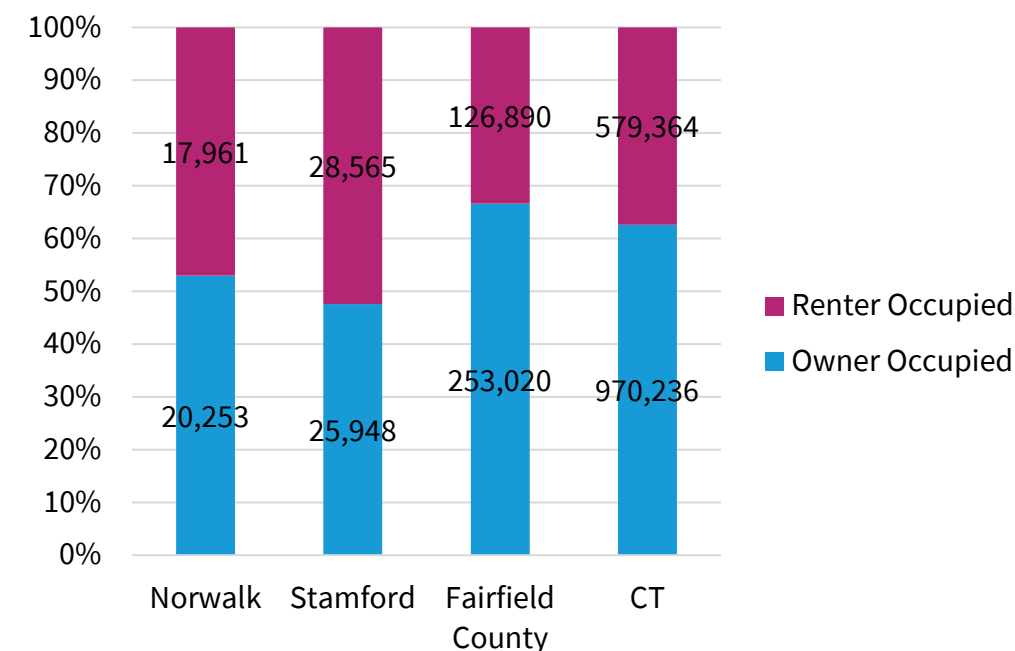


Housing Tenure and Unit Counts

Housing Units



2023 Tenure



Housing Market Activity

Neighborhoods	Median Listing Home Price	Listing \$/SqFt	For Sale	For Rent
East Norwalk	\$829k	\$428	43	34
West Norwalk	\$649k	\$373	29	3
Spring Hill	\$526k	\$376	27	28
Rowayton	\$3.1M	\$880	23	16
Wolfpit	\$575k	\$400	22	8
South Norwalk	\$749k	\$488	23	21
Woods Pond	\$797k	\$337	8	1
Cranbury	\$814.5k	\$388	7	1
Broad River	-	-	4	1
Wilton Avenue	-	-	4	2
Central Norwalk	-	-	4	1
Tracy Area	-	-	1	2
West Main	-	-	2	-

The median listing home price in Norwalk, CT is **\$650K**, trending up **19.3% year-over-year**. The median listing home price per square foot was \$393.

Source: Realtor.com

Questions?

On to our strategy and development trends.....

Economic Development Strategy

Identifying, creating, and investing in strong communities and neighborhoods that attract people and businesses of all scales.

It's working – Ranked #1 for Quality of Life in CT, #29 Family Friendly City in the Nation, one of Fortunes 50 Best Places to Live in the US



Choosing Norwalk To Do Business

- Our talent
 - 44% of Norwalk's population 25+ have a Bachelor's Degree or higher
 - 18.6% a Graduate Degree or higher
 - Norwalk Conservatory for the Arts, Norwalk's first private college welcomed their first class with over 1,500 applicants (class of 50 in 2023, class of 100 in 2024)
 - Nearby 4-year Universities
 - Fairfield University, University of New Haven, Yale University, Columbia University, UCONN
- Our location
 - 4 Commuter rail stations
 - Investments in Complete Streets initiatives
 - One hour from Grand Central
 - One hour or less from JFK, LaGuardia, Westchester, Bradley, and Tweed airports
- Our diversity
 - In our community
 - In our neighborhoods
 - In our businesses



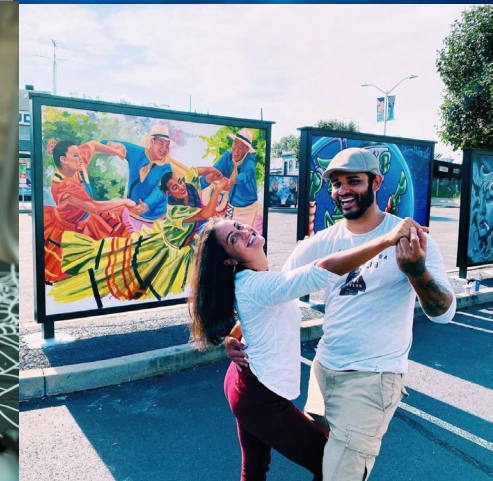
Employment Base

- Approximately 50,000 employees working in Norwalk based businesses.
 - Over 18% employed by small businesses.
- Industries include: Health Care, Retail, High Tech, Manufacturing and Financial
- Major draw for business travel and commuting. Norwalk has nine hotels, with occupancy ranging between 75% to 100% (downtown hotel) on weekends and mid-week.
- Employer pool is diverse in industry and in size



Arts, Culture, and Events

- Various arts and cultural assets
 - Maritime Aquarium
 - Sheffield Island
 - Mathews Mansion
 - Stepping Stones
 - Norwalk Harbor and River
 - Wall Street Theater
- Consistent investments in art and events
 - Multi-million dollar public art collection
 - Over \$500K of new art installed; over \$1MM in donations of new art
 - World's largest collection of WPA murals
 - Events by the City and by private organizations
 - City events see over 9,000 people per event on average
 - Some privately-hosted events see as much as 100,000 visitors
 - Spurs immense economic impact



Support for Small Businesses and Entrepreneurs

- Small Business COVID Assistance (2021-2024 over 200 businesses assisted)
- Kiva 0% Microlending Program (launch October 2022)
 - 31 Loans, \$265,000 of private investment in first year
- Norwalk Innovations Program
 - Grants to start-up businesses in Norwalk
 - Over \$200,000 invested
- Storefront Improvement Program (37 storefronts - began in 2019)
 - 50% match up to \$20,000
- Educational workshops and mentorship
- Norwalk Business Development Center (launched October 2022)
- Planned effort for FY25: Online Permitting and Licensing



Michelle Sharma

Michelle Sharma, owner of **South on Bostwick Cantina & Grille**, was funded by Kiva with \$5,000. She says, "As a black-and-women-owned business, I understand the importance of diversifying our business community and telling our story through the meals we make, all while executing every order with a standard of excellence."

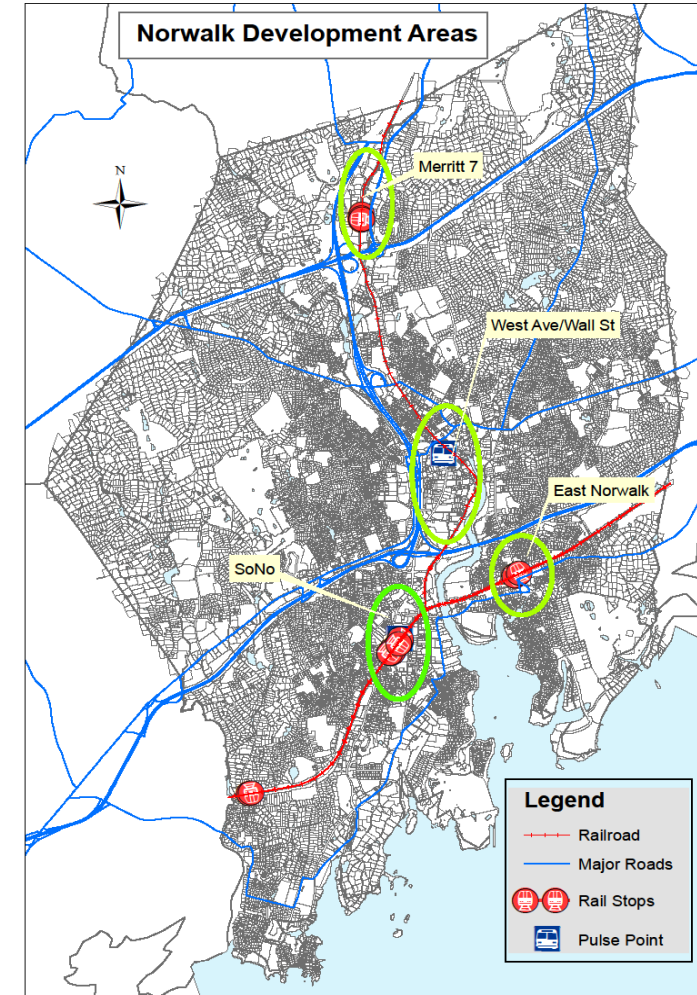


Ana Colangelo

Ana Colangelo, founder of **Ana Colangelo Salon**, was funded by Kiva with \$4,500. She says, "I've been working with hair since I was 18. It was always a passion. I came to the U.S. and kept working hard until I managed to open my hair salon. I am thrilled and very grateful for this opportunity that can change the lives of many people and my family."

Development Trends

- Population growth is over 6.5%
- FY 23 was the strongest development year in recent times, with more than \$460M in development (over 4,900 permits pulled).
- Building permits remain strong, with permit revenues far exceeding forecasts (greater than 100% of expected revenue). With additional growth anticipated in FY25.
- Residential growth: South Norwalk, East Norwalk, West Avenue/Wall Street, and Merritt 7.
- Retail growth: In FY25 Wegmans, Target, and the PGA Superstore opened on Route 1.



Transit Oriented Development - SoNo

- **10 Monroe Street:** Approved in 2021, construction nearly complete, 150-unit residential development with approximately 16,000 square feet of commercial space. Adjacent to train station
- **15-17 Chestnut Street:** Approved in 2023, permits expected in August. 200-unit, mixed use development with approximately 16,000 square feet of commercial space abutting the train station
- **Webster Street Lot:** City-owned surface parking lot which will lead to the redevelopment of over five acres of downtown property, less than 0.25 miles from the South Norwalk Train Station, over 400 residential units proposed.



10 Monroe

Transit Oriented Development – East Norwalk

- The Transit Oriented Development Plan was completed in October 2020.
- **1 Cemetery Street:** Approved in 2023, under construction. First project in TOD area. 77-unit, mixed-use development, with 6,000 SF of commercial use. Less than ¼ mile to the East Norwalk station.



Transit Oriented Development – Merritt 7

- Over 1.4M square feet of existing LEED Certified, Class A office space. Tenants include Datto, Mass Mutual, XEROX, Regus, Siemens, the Emcor Group, The Hartford and IBM
- New Merritt Train Station is open
- The Curb, 700 residential units and shared workspace, completed and is fully leased
- North 7, new 1,200-unit residential & commercial development approved in 2021, first phase set to break ground in 2024
- CT Innovation Center, 15,000 square feet of office space, 3,554 square feet of R&D and residences for visiting artists and designers, “greenest building in the state”
- iPARK approved for 132-unit residential tower to compliment 3,000 employee corporate park



Neighborhood Development – Wall Street/West Avenue

Pinnacle

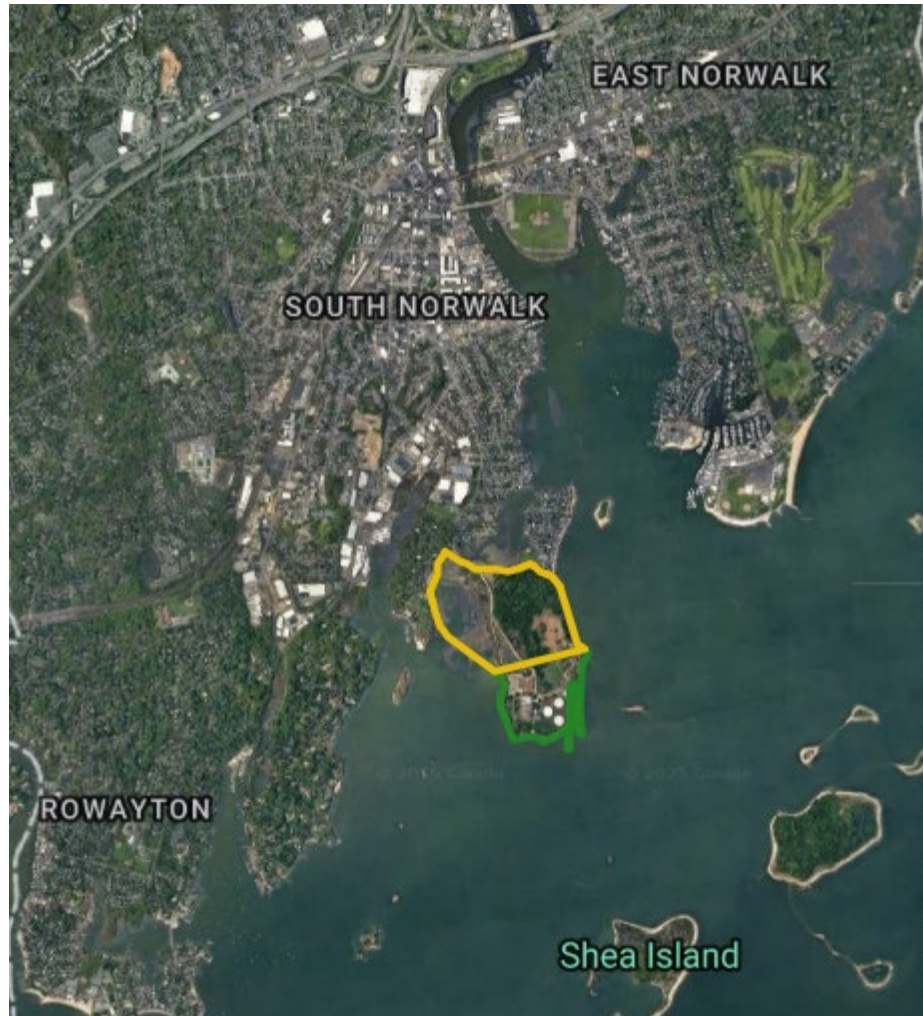
- **467 West Ave. (The Pinnacle).** Toll Brothers, under construction. 393 residential units, approximately 14,000 square feet of commercial space. Anticipated opening 2025.
- **370 West Ave. (YMCA site).** RMS Construction, 207 residential units, 4,000 square feet of commercial space. Anticipated opening 2025.
- **Wall Street Place.** Newly constructed one, two and three bedroom units. More than 150 affordable units, with 10,000 square feet of commercial space. Anticipated start late summer/early fall 2024.
- **Nuvance Health** (Norwalk Hospital) gained approval for a \$220M expansion that will add a seven-story wing to the existing building
- **The Norwalk Conservatory**, a nonprofit, accredited 4-year university, which will be centered on Wall Street, began classes in 2023 and is seeing rapid growth. First school of its kind to be accredited by CT in more than 30 years.



370 West Ave

Manresa Wilds

125 AC Dormant Coal Plant Redevelopment



Manresa Wilds

- \$120M Estimated Private Investment
- Privately Owned – No Tax Increases
- Public Park, Events Space, University-Led Research Center
- Returns 1.75 of Coastline to Public Use
- 1st of Its Kind Community Hub w/ Groundbreaking Design
- Will be a National Anchor for Tourism, Ecology & Environmental Research
- Public access trail system projected in 2026

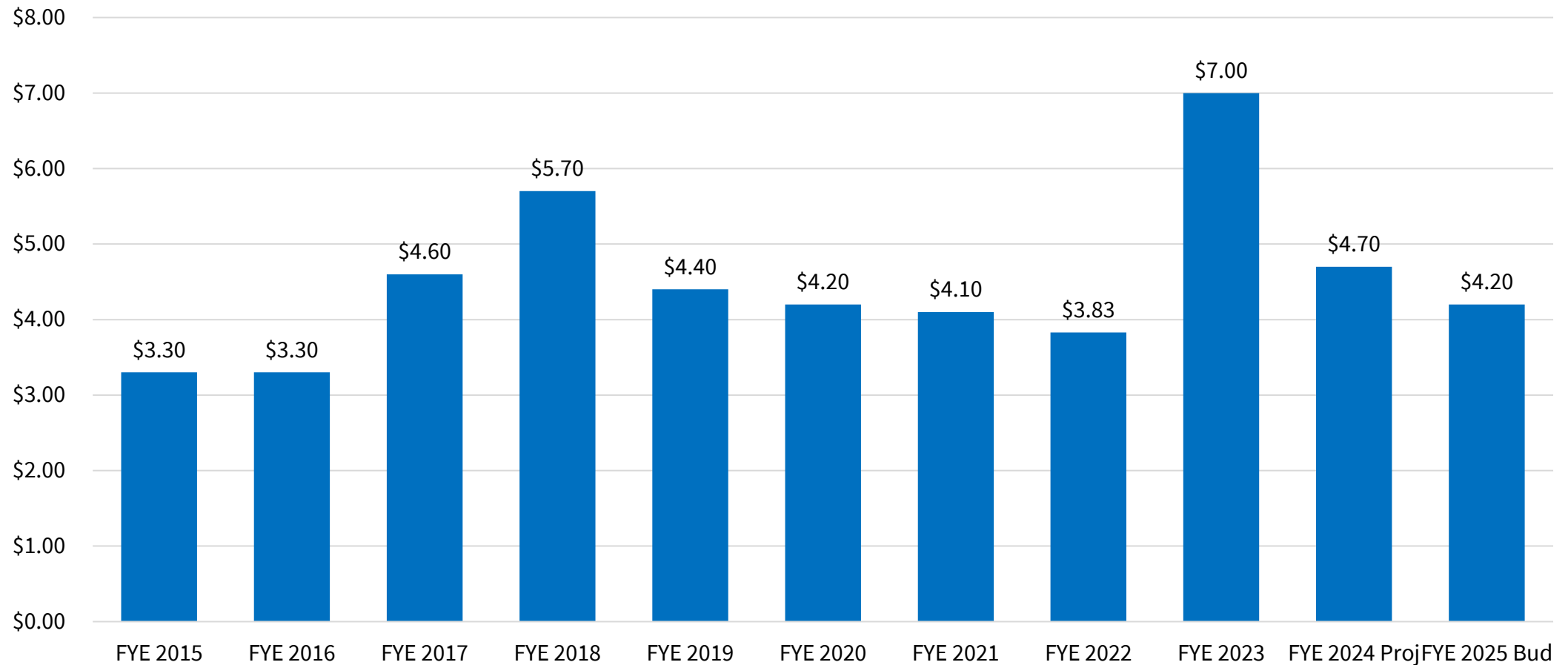


Other Initiatives

- Adopted new zoning code in 2024
- Affordable Housing Plan, with larger Housing Study component, nearing completion
- Beginning a Strategic Harbor Study, to maximize use and economic potential of the harbor. Completion in 2025
- Preparing a Complete Streets Plan for the City, anticipated completion in 2024
- Completed a South Norwalk Resilience study in conjunction with UCONN. Pursuing follow-up infrastructure grants
- Completed a Climate Action Plan, GHG Inventory and completing a Tree Canopy/Inventory study
- Numerous grant received related to coastal resilience. Completion in 2025
- Going to contract with a vendor to revamp our permitting to switch to solely online permitting. Completion in 2026
- Undertaking digitization of all City land use records to coincide with new permit software. Ongoing

Permit Revenue

Building and Code Enforcement Monthly Permit Revenue FYE 2015 – FYE 2024
Budget Permit Revenue in MM



Thank you! – Questions and Comments