COMMON COUNCIL **AGENDA** **OCTOBER 14, 2025**
NORWALK, CONNECTICUT **7:30 PM** **VIA ZOOM**

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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 Irene Dixon at idixon@norwalkct.gov with the subject line “Public Comment” to provide written public comment prior to the meeting.

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: September 23, 2025

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. RESIGNATIONS

a. David Westmoreland, Redevelopment Agency

2. APPOINTMENTS

a. David Heuvelman, Redevelopment Agency

b. Harvey Jones, Planning & Zoning Commission, Regular

c. Christina Randall, Bike/Walk Commission

d. Brian A. Clarke Jr., Bike/Walk Commission

B. MAYOR'S REMARKS

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Special Capital Appropriation and Authorization in the amount of $90,000 for the Fire Department to cover increased construction costs at the Station 1 located at 90 New Canaan Avenue.

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. a. Authorize Mayor Harry W. Rilling to execute an extension Agreement with All City Management Services under RFP project number 4280, from August 22, 2026 until August 21, 2027, based on the availability of funds not to exceed $401,946.00 per year from account #013026-5258.

b. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to All City Management Services under RFP project number 4280, based on the availability of funds not to exceed $401,946.00 per year from account #013026-5258.

2. a. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

b. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

C. LAND USE AND BUILDING MANAGEMENT

1. a. Authorize the Mayor, Harry W. Rilling, to execute a contract with Thyssenkrupp Elevator Corporation (TKE) for the Norwalk Main Library Elevator Upgrade and Modification project for a total not to exceed $171,033.32. Account #09267100 5777 C0119.

b. Authorize the Office of Building Management to execute change orders on the contract for a total not to exceed $17,103.33. Account #09267100 5777 C0119.

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Seaman Construction Inc., for snow removal & ice control services at the Norwalk Police Headquarters Parking Lots, 3 Belden Avenue, and the Ben Franklin Center. The agreement begins 2025-26FY for three (3) years with an option of two additional years, including a 2% increase annually for a total not to exceed $32,000/yr.

Accounts #013055 5298, 014088 5298, 014074 5298.

D. PUBLIC WORKS

1. Authorize the Purchasing Agent to increase the Purchase Order for the First Amendment to the April 9, 2024, Agreement between the City of Norwalk and Burns Construction Company, Inc., for Project PM2024-2 – Permanent Roadway Repairs and Surface Restoration, by an amount not to exceed $150,000.00.
Account No.
03 00 00 2602

2. STR2025-1 Project 4467 Colonna Concrete & Asphalt Paving LLC

a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Colonna Concrete & Asphalt Paving LLC for City Purchasing Department Project 4467 - Project STR2025-1 Replacement of the Lexington Avenue Retaining Wall (11, 19 and 21 Snowden Street), for an amount not to exceed $395,895.00.
Account No.
510000 5796 GGP01
510000 5796 GGP07

b. Authorize the Chief of Operations and Public Works to execute orders on the Contract with Colonna Concrete & Asphalt Paving LLC for City Purchasing Department Project 4467 - Project STR2025-1 Replacement of the Lexington Avenue Retaining Wall (11, 19 and 21 Snowden Street), for an amount not to exceed $39,589.50.
Account No.
510000 5796 GGP01
510000 5796 GGP07

3. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements and other documents necessary to accept a temporary construction easement over a portion of

779 and 789 Connecticut Ave. for purposes of and as may be necessary for constructing a public sidewalk in the City's right of way along Connecticut Ave.

E. ECONOMIC AND COMMUNITY DEVELOPMENT

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

4. 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)

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

REDEVELOPMENT AGENCY	M/C	CGS 8-126
DAVID HEUVELMAN (D) 10 Buckingham Place Norwalk, CT 06851		Term Expires - 11/1/2026

PLANNING & ZONING COMMISSION	M/C	Norwalk Code 79
HARVEY JONES (U) 12 Briar Street Norwalk, CT 06854		Term Expires - 1/1/2027 Regular

BIKE/WALK COMMISSION	M/C	Norwalk Code 20-01
CHRISTINA RANDAL (D) 17 Hillside Street Norwalk, CT 06854		Term Expires - 6/30/2028
BRIAN A. CLARKE JR (R) 35 William Street Norwalk, CT 06851		Term Expires - 6/30/2026

COMMON COUNCIL
NORWALK,
CONNECTICUT

REGULAR MEETING
7:30 PM

SEPTEMBER 23, 2025
COUNCIL CHAMBERS &
ZOOM CONFERENCE

Council at Large:	*Mr. Joshua Goldstein*	Ms. Barbara Smyth
	Mr. Johan Lopez	Ms. Nora Niedzielski-Eichner
District A:	Mr. Jalin Sead	*Ms. Nicol Ayers*
District B:	*Mr. Dajuan Wiggins*	Ms. Darlene Young
District C:	Ms. Nicolé Eaddy	Ms. Anne Wennerstrand
District D:	Ms. Heather Dunn	Mr. Douglas W. Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

I. ROLL CALL

Mayor Harry W. Rilling called the meeting to order at 7:30 p.m. Eleven members were present, establishing a quorum as noted above.

II. ACCEPTANCE OF MINUTES

A. Special Meeting: September 10, 2025

****MR. SEAD MOVED TO APPROVE THE MINUTES OF THE SPECIAL MEETING OF SEPTEMBER 10, 2025.**

**** THE MOTION PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

There was no public participation.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS
1. APPOINTMENTS
a. Tatiana Santiago, Fair Rent Commission

Mr. Sead highlighted Ms. Santiago's dedication to fair and affordable housing as a bilingual mortgage professional who has assisted first-time homebuyers and renters. He noted her personal assistance in helping him buy his first home and her work with landlords on fair practices.

**** MR. SEAD MOVED TO APPROVE THE APPOINTMENT OF MS. TATIANA SANTIAGO TO THE FAIR RENT COMMISSION.**

**** THE MOTION PASSED UNANIMOUSLY.**

b. Steven Touger, Zoning Board of Appeals, Regular
The Mayor announced that Steven Touger has asked to withdraw his name from the Zoning Board of Appeals appointment.

c. David G. Westmoreland, Historical Commission
Ms. Smyth praised Mr. Westmoreland's professional background as a landscape architect and project manager, as well as his extensive volunteer commitment to Norwalk's history. Ms. Young, Ms. Dunn, and Mr. Frayer added comments supporting Mr. Westmoreland's professionalism, responsiveness, and dedication to the City.

**** MS. SMYTH MOVED TO APPROVE THE APPOINTMENT OF MR. DAVID G. WESTMORELAND TO THE HISTORICAL COMMISSION.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. REAPPOINTMENTS
a. Fran Collier-Clemmons, Fair Rent Commission

b. Johnnie Mae Weldon, Fair Rent Commission
The Mayor proposed the reappointment of Fran Collier-Clemmons and Johnnie Mae Weldon to the Fair Rent Commission. Ms. Eaddy moved for their reappointment, detailing Ms. Collier-Clemmons' 15-year tenure, including her role as Vice Chair, and her service in various capacities, as well as Ms. Weldon's extensive experience in early childhood education and community programs. Ms. Young and Ms. Smyth added comments on their community service and personal impact.

**** MS. EADDY MOVED TO APPROVE THE REAPPOINTMENT OF MS. FRAN COLLIER-CLEMMONS AND MS. JOHNNIE MAE WELDON TO THE FAIR RENT COMMISSION.**

**** THE MOTION PASSED UNANIMOUSLY.**

B. MAYOR'S REMARKS
The Mayor provided remarks on upcoming events and initiatives, including a joint budget meeting and hearing with Norwalk Public Schools on September 24, 2025, at 6 PM, to be held in a hybrid format for community input on the 2026-2027 operating and capital budgets. He credited Greg Burnett for initiating this process. A community conversation with Jim Himes and State Treasurer Eric Russell was also scheduled for the same evening to discuss Connecticut's economic outlook.

The Mayor highlighted the annual Touch a Truck at Open House event on September 26, 2025, at 9 AM at Norwalk Public Works, and the final Sono Saturday Market on September 27, 2025, from 10 AM to 1 PM.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS
No resignations or appointments were discussed under the Council President's agenda item.

B. CONSENT CALENDAR
Ms. Shanahan read the consent calendar in its entirety, covering the following items:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. Corporation Counsel
Executive Session - Authorization to Settle Claim: Marta Rivera v. City of Norwalk, FST-CV-24-6065273-S

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE
1. Narrative on Tax Collections dated August and September 2025

2. Monthly Tax Collector's Reports dated July and August 2025

3. Claims Committee Report dated August and September 2025

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Munistat Services, Inc. to perform Financial Advisory Services for a sum not to exceed $370,500 – Account # 301340-5523

5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Shipman & Goodwin LLP to perform Bond Counsel services for a sum not to exceed $477,500 – Account # 301340-5523

B. ORDINANCE
1. Approve changes to Chapter 27, City Buildings and Facilities, Article I, Naming, Sections 27-1, 27-2 and 27-3

2. Approve changes to Chapter 95, Streets and Sidewalks, Article II, Honorary and Historic Naming of Streets, Sections 95-37, 95-38 and 95-39

C. RECREATION, PARKS AND CULTURAL AFFAIRS
1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Wolfpit Elementary School Field and immediate surrounding grounds by Wolfpit PTA for their Pumpkin Fest to be held on Saturday, October 18th, 2025 from 12:00 P.M. to 4:00 P.M. Set-up time by 8:00 A.M. with tear-down by 8:00 P.M. Approximately 500 people.

2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Taylor Farm and immediate surrounding grounds by Friends of Norwalk Dogs for their Halloween Dog Party

to be held on Sunday, October 26th, 2025 from 10:00 A.M. to 2:00 P.M. Approximately 70 people.
3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Gerber Construction Inc. for Project RNP2025-3 Paving of Taylor Farm Parking Lot (Base Bid) and Drainage System Overflow (Alternate 1) for a sum not to exceed $174,999.65 (Base Bid) plus $5,117.00 (Alternate 1). Account No. 09256030 5777 C072009266030 5777 C0588

4. Authorize the Chief of Operations and Public Works to execute orders on the contract with Gerber Construction Inc. for Project RNP2025-3 Paving of Taylor Farm Parking Lot (Base Bid) and Drainage System Overflow (Alternate 1) for a sum not to exceed $18,011.67. Account No. 09256030 5777 C072009266030 5777 C0588.

D. Economic and Community Development
1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents associated with the submission of the PY50 CAPER to HUD.

**** MS. SHANAHAN MOVED TO APPROVE THE CONSENT CALENDAR AS READ.**

**** THE MOTION PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

No resolutions were presented.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

No motions were postponed.

X. SUSPENSION OF RULES

No suspension of rules was requested.

XI. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN THE MEETING.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at approximately 7:51 PM.

Respectfully Submitted,
Courtney Baldwin
Recording Secretary

David B. Heuvelman, Esq.

161 East Ave. Ste. 104, Norwalk, CT 06851
dheuvelman@dbhlegal.esq / 203-212-9675

LEGAL EXPERIENCE

DBH Legal, LLC, Norwalk, CT
Attorney-Owner (sole practitioner)
January 2025 – present

- Special Education Law and Advocacy
- Facilitative Family Mediation
- Child Welfare Law
    - Assigned Counsel- Bridgeport Juvenile Matters
    - GAL – Stamford and Bridgeport Family Court
- Probate Advocacy
    - GAL – Assigned
    - Conservator and Guardianship matters

Keller Law, Norwalk, CT
Attorney
May 2022 – June 2025

- Specializes in Special Education Law and Advocacy.
- Represents families navigating special education within the school system.

Lawyers for Children America
Certified Legal Intern
January 2024 – May 2024

- Assisted in representing minor children in juvenile dependency proceedings.

CTLawHelp.org
Chat Navigator
March 2022 – August 2022

- Guided website visitors to relevant legal resources and information.

EDUCATION

Quinnipiac University School of Law, North Haven, CT
J.D., May 2024

- Honors: Cum Laude
- Civil Advocacy and Dispute Resolution Concentration
- Active member/competitor of the Society for Dispute Resolution

CCND- Connecticut Council for Non-Adversarial Divorce

- 40-hour facilitative Mediation Training Graduate (February 2025)
- Collaborative Training (anticipated October 2025)

University of Alabama, Montgomery, AL
Master of Fine Arts (MFA), August 1989

- Focus: Shakespeare Festival/Professional Actor Training Program (PATP)

Carroll University, Waukesha, WI
Bachelor of Arts (B.A.), May 1985

- Degree: Theatre Generalist (Scenic Design, Technical Direction, Acting)
- Minor: Art/Photography

PUBLIC SERVICE

Common Council, City of Norwalk, CT
Council Member representing voting District A
November 2019 – November 2023

- Represented constituents in the District A voting district. Served two two-year terms.

Norwalk Acts - Board of Directors
Member
January 2025 – Present

- Collective Impact Organization collaborates with at-risk communities and nonprofit providers to promote equity for children. Legislative lobbying for cradle-to-career solutions. Member of the Finance Committee.
- Current BoardTreasurer and member of Executive Committee

Lockwood Mathews Mansion Museum - Board of Trustees
Member
November 2024 – Present

- Actively involved in overseeing and preserving one of Norwalk's most critical historic assets.
- Chairman of the Membership Committee.

NSpedPAC - Norwalk Special Education Parents Advisory Council
Co-Vice Chair (2019–2020); Chairman (2020–2021)

- Partnered with parents, educators, and administrators to address the needs of Norwalk's Special Education community.

Professional Affiliations:

- **Connecticut Bar Association**
  - Family Law section
  - Child Welfare section
  - Education section
  - Elder Law section

- **CCND - Connecticut Council for Non-Adversarial Divorce**
  - Member

- **NACC - National Association of Counsel for Children**
  - Member

- **COPAA – Council of Parents and Advocates**
  - Member

ADDITIONAL SKILLS & INTERESTS

- **Technical Proficiency:** Adobe Photoshop, Premiere Pro, Acrobat Pro, Microsoft Office Suite
- **Published Work:** Contributor to Norwalk Hour and Nancy on Norwalk
- **Hobbies:** Woodworking, home improvement projects, bicycle riding

161 East Ave. Ste. 104 ⊙ Norwalk, CT 06851 ⊙ 203-212-9675 ⊙ dheuvelman@dbhlegal.esq

HARVEY JONES

+1(650) 213-6521
harveyj@gmail.com

EDUCATION

Masters of Computer Science and Engineering, Massachusetts Institute of Technology 2007
Bachelors of Computer Science and Engineering, Massachusetts Institute of Technology 2002 - 2006
SICP, Circuits and Electronics; Computation Structures; Discrete Math; Software Engineering Lab; Signals and Systems; Artificial Intelligence; Microcontroller Lab; Computer Systems Engineering; Algorithms; Parallel Computing; Calculus; Multivariable Calculus; Differential Equations; Linear Algebra; Ethics and Law on the Electronic Frontier; Science, Technology and Public Policy; American Science: Ethical Dilemmas.

SKILLS

Professional	Web frontend, Java and C++ backend, Product development atop novel data sources and ML model outputs including LLMs. A/B testing, rater evaluation, loss case analysis for all of the above. Managed full-stack teams including web, Android, iOS. In-house product incubation including UX, PM, prototyping.
Personal Projects	Firebase, React, Python, JavaScript, LLM APIs, AI-assisted coding

EXPERIENCE

Engineering Director, Google Maps Local and Directions Sept 2018 - Present
Google *New York office*

- Team accomplishments: Tripled Local usage within Maps, 50% latency reduction in core Maps user flows. Pioneered the usage of server-deployed UI within maps, realizing major development velocity wins and time-to-market wins across multiple organizations.
- Introduced multiple new AI and LLM-driven products to market.
- Set the strategy for place search and growth in Maps with cross-functional peers.
- Led an organization of 150 engineers.
- Structured a 55 engineer organization from scratch, including cross-site org design, restructuring inherited teams, creating roles for senior ICs, hiring at all levels including manager-of-managers.
- Engineering Manager hiring committee and promotion committees.
- Mentored 10+ engineers and leaders across three different Google mentorship programs. HBCU and CCNY outreach.

Senior Staff Software Engineer, Google Search Sept 2007 - Sept 2018
Google *Mountain View office, New York office*

- Technical lead of the team that brought AJAX interactivity to Local Search results.
- Aligned technology with Hotel Search, leading to user wins and complete turndown of old codebase.
- Started and led the first phase of the port of the Search front-end codebase to microservices.
- Redesigned search user interface for all "navigational" queries, ex: [amazon], [youtube], [walmart].

ACTIVITIES

- Winning team member for the 2003 and 2013 MIT Mystery Hunts. Member of the writing team for the 2004 MIT Mystery Hunt. QA lead for the 2014 MIT Mystery Hunt.
- Commissioner of "Bad Quarterback League" fantasy football league. Created a custom web application in React and Firebase for a league of 16 people.

Christina Randall
christinarandall14@gmail.com
(203)644-7600

A Norwalk native, I've seen this city transform over my lifetime and have striven to be a part of that transformation for the better. I'm always looking for ways to build on and engage in community. Sometimes, just showing up is enough - community events on the Town Green or in Vet's Park, Silent Book Club meets around the city, group bike rides to the beach when the weather's nice, etc.. But sometimes you need to roll your sleeves up and get your hands dirty - whether that means volunteering, advocacy work, or even knocking doors. Much of that recent work has been under the banner of Sustainable Streets Norwalk and, while we've been effective and organized in our approach to try and get the city's transportation infrastructure needs addressed, I view working within a government entity such as the Bike/Walk Commission as a means to reach even more of the community and act as a real conduit between them and the municipality. I want it to be not just safe but also an enjoyable and dignified experience to get around our city whether on foot or a bike.

Relevant Experience

Star, Inc
Norwalk, CT 2013-2016
Community/Recreation Organizer, Advocate

Person-to-Person Food Pantry
Norwalk, CT 2016-Present
Volunteer Stocker, Shopper

CT State Community College (frm. Norwalk Community College)
Norwalk, CT 2013-2015, 2017-2019
Math, Spanish, Nutrition Tutor

Sustainable Streets
Norwalk, CT 2023-Present
Member, Leadership

Relevant Skills

Fluent in Spanish
CPR & BLS Certified
EMT Certification (in progress; Dec 2025)

Education

Norwalk Community College
Norwalk, CT 2017-2019
Southern Connecticut State University
New Haven, CT 2020-2022

Brian A. Clarke Jr.

35 William Street
Norwalk, CT 06851
Mobile phone (203) 246-4771
Email – Regalpropertiesct@gmail.com

OBJECTIVE:

Obtain a position that requires a highly motivated, charismatic and determined individual.

SUMMARY:

Nationally Ranked Top 15% Real Estate Broker and Social Media Marketing Agent. Established "Award Winning Top Producing Broker" Experience in negotiating Real Estate transactions, promoting myself as the "Expert" in a certain market area. Establishing very important name and facial recognition. Educating clients and the public on current market conditions. Recruiting and mentoring new agents.

Established practice manager for two veterinary practices with over five years experience in management. Successful record in client relations, staff development, revenue enhancements and work design. Excellent problem solving, interpersonal and motivating skills.

Experience in scheduling, coaching, counseling, negotiating and team building. Expertise in communication, implementing and motivating. Skilled in performance assessment, decision making and employee development.

Extensive leadership in veterinary health care, client relations, and tactical marketing. Managed a large and diverse team within complex and multi-site facilities. Demonstrated record of service excellence, employee satisfaction and innovation.

EMPLOYMENT HISTORY:

2018 – Current *Regal Real Estate, LLC*
BROKER/OWNER

2005-2018 *William Pitt Sotheby's International Realty, Wilton, CT*
BROKER MANAGER/REALTOR/TEAM LEADER

January 2005- 2020 *LA Fitness, Norwalk, CT*
Spin Instructor

March 1999- April 20, 2006 *STRAWBERRY HILL ANIMAL HOSPITAL*
Practice Manager

Accomplishments:

- Top Ranked Real Estate Broker
- Greater Norwalk Chamber Ambassador
- Vice Chair District C – Republican Party
- NRTC – Executive Committee Member
- 40 Under 40 Winner
- Developed and implemented training structures for the five staff positions in a veterinary hospital.
- Authored the employee handbook.
- Implemented programs and procedures to ensure ongoing staff compliance with OSHA regulations.
- Lowered staff turnover and achieved employee retention.
- Increased "Standards of Care" within the hospitals.
- Established a team-oriented mindset through both hospitals.
- Implemented an efficient inventory system that lowered costs.
- Authored procedures for all areas within a veterinary hospital.
- Increased revenue by lowering employee turnover.

EDUCATION:

2017 *FAB Real Estate School*
Broker Licensing Principles and Practices

June 2nd-July 28th 2005 *Fairfield University*
Real Estate Principles and Practices

January 2005 *The North American Veterinary Conference*
Thirty hours of lectures in practice management, ranging from staff retention to marketing.

January 2004 *The North American Veterinary Conference*
Thirty hours of lectures in practice management, ranging from staff development to client compliance.

January 2003 *The North American Veterinary Conference*
Thirty hours of lectures in practice management, ranging from staff motivation to retaining happy clients.

June 2002 *Universal Seminars, INC.*
Small Animal Ultrasound Diagnostics-Intermediate Course

April 2002 *Universal Seminars, INC*
Small Animal Ultrasound Diagnostics-Beginner Course

July 2001 *American Veterinary Medical Association 138th Annual Convention*
Thirty-five hours of lectures pertaining to advanced veterinarian technician skills and practice management.

July 2000 *Fred Pryor Seminars "How To Supervise People"*
Eight-hour lecture on how to motivate, problem solve and leverage employees.

1999-2000 *Norwalk Community and Technical College*
Biology Major

1996-1999 *Virginia Tech*
Animal and Poultry Science major

1992-1996 *Brien McMahon High School*
High School Diploma

I ♥ NORWALK
FINANCE DEPARTMENT

City of Norwalk
Tom Ellis
Director of Management & Budgets
tellis@norwalkct.gov

Office: 203-854-7708

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

September 8th, 2025

To: Members of the Board of Estimate & Taxation
Members of the Planning & Zoning Commission
Members of the Common Council

From: Tom Ellis, Director of Management & Budgets

Re: Special Capital Appropriation Request from the Fire Department for additional funding for the Floor Replacement Project at Station #1 at 90 New Canaan Avenue

The apparatus floor at Station 1, 90 New Canaan Avenue, is failing and has been ordered to be replaced by the Norwalk Building Department. The first phase was approved and performed in May 2024. This phase consisted of test borings and an inspection excavation to determine the proper scope of action to replace the failing floor. Upon receiving the test results, GZA (the contracted Geotechnical Engineering firm) presented three solutions. After review, it was determined that the floor should be replaced with a new slab utilizing a helical pile foundation system. Upon the beginning of the demolition and construction a number of items were discovered that now need to be replaced (details attached). The estimate for the additional work is $90,000.00 (attached).

Funding for this special appropriation is proposed to come from a transfer of remaining funds from the Combined Dispatch Capital Project.

RESOLUTION TO TRANSFER UNEXPENDED FUNDS TO FUND CHANGE IN SCOPE OF REPLACEMENT FLOOR AT NORWALK FIRE STATION #1

BE IT RESOLVED, that a special capital appropriation of $90,00.00 is hereby transferred from the Combined Dispatch Capital Project for the Communications Upgrade (account # 092-13610-5777-C0638) to the City's Fire Department for the Floor Replacement Project at Station #1 (located at 90 New Canaan Avenue). Project specifics are detailed and described in Exhibit A, attached hereto. Transfer of funds will go to account # 092-63110-5777-~~C0584~~ C0854.

Finance recommends approval.

CITY OF NORWALK
Office of the Mayor

P: 203-854-7701/ F: 203-854-7939

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

September 8th, 2025

To: Members of the Board of Estimate & Taxation
Members of the Planning Commission
Members of the Common Council

From: Harry W. Rilling, Mayor -- City of Norwalk Harry W. Rilling

Re: Special Capital Appropriation Request from the ~~Fire~~ Department for additional funding for the Floor Replacement Project at Station #1 at 90 New Canaan Avenue

The apparatus floor at Station 1, 90 New Canaan Avenue, is failing and has been ordered to be replaced by the Norwalk Building Department. The first phase was approved and performed in May 2024. This phase consisted of test borings and an inspection excavation to determine the proper scope of action to replace the failing floor. Upon receiving the test results, GZA (the contracted Geotechnical Engineering firm) presented three solutions. After review, it was determined that the floor should be replaced with a new slab utilizing a helical pile foundation system. Upon the beginning of the demolition and construction a number of items were discovered that now need to be replaced (details attached). The estimate for the additional work is $90,000.00 (attached).

Funding for this special appropriation is proposed to come from a transfer of remaining funds from the Combined Dispatch Capital Project.

RESOLUTION TO TRANSFER UNEXPENDED FUNDS TO FUND CHANGE IN SCOPE OF REPLACEMENT FLOOR AT NORWALK FIRE STATION #1

BE IT RESOLVED, that a special capital appropriation of $90,00.00 is hereby transferred from the Combined Dispatch Capital Project for the Communications Upgrade (account # 092-13610-5777-C0638) to the City's Fire Department for the Floor Replacement Project at Station #1 (located at 90 New Canaan Avenue). Project specifics are detailed and described in Exhibit A, attached hereto. Transfer of funds will go to account # 092-63110-5777-~~C0584.~~ C0854

CITY OF NORWALK
FIRE DEPARTMENT

121 CONNECTICUT AVENUE NORWALK, CT. 06854

Date: 9/2/2025

Subject: Station 1 Floor Replacement – Additional Funding Request

Memo:

The Fire Department is requesting $90,000.00 in additional funding to complete the apparatus floor replacement project at Station 1, located at 90 New Canaan Avenue. Throughout the project, numerous issues have been discovered. These issues must be addressed to properly complete the project and adhere to building codes. The change orders include the following list of items:

Change Orders			
Date	**Invoice**	**Description**	**Amount Due**
8/16/2025	Add/Alt #2		$ 3,250.00
8/16/2025	Phase Deduction		$ (31,500.00)
8/18/2025	COR #1	New Deck (Unsafe, Improper Installation)	$ 11,859.00
8/18/2025	COR #2	Fence (Collapsed Sections)	$ 3,957.96
8/18/2025	COR #3	Sliding Glass Door (Rotten Frame, Improper installation)	$ 8,866.15
8/18/2025	COR #4	Spray Insulation and Paint (Increased Insulation R-Value)	$ 45,158.55
8/18/2025	COR #5	Electrical Extras (Code Compliance)	$ 7,213.78
8/21/2025	COR #6	Bond Costs (Added by Corporation Counsel)	$ 10,693.00
8/21/2025	COR #7	Add/Alt 2 Deduction	$ (3,250.00)
8/25/2025	COR #8	Demo Credit	$ (4,472.42)
8/26/2025	COR #9	Lighting Change (To Allow for the spray foam ceiling)	$ 3,781.75
8/26/2025	COR #10	Hose Bib (Removed from under the slab)	$ 5,919.57
8/26/2025	COR #11	Storm Piping (Discovered	$ 5,014.59
8/26/2025	COR #12	Conduit Work (Code Compliance)	$ 7,252.25
8/26/2025	COR #13	Electrical Extra #2 (Code Compliance)	$ 6,050.66
8/26/2025	COR #14	3" Rigid Insulation (Code Compliance)	$ 7,547.29
8/27/2025	COR #15	Gas Line (Grill Relocation by Order of the Fire Marshal)	$ 3,824.47
8/29/225	COR #16	Vapor Barrier (Code Compliance)	$ 10,722.17
Total			**$ 101,888.77**

CITY OF NORWALK
FIRE DEPARTMENT

121 CONNECTICUT AVENUE NORWALK, CT. 06854

The funding request breakdown is as follows:

Original Contract Amount	$	632,148.00
Total Current Change Orders	$	101,888.77
Total Amount Due	$	734,036.77
Original Funding	$	660,064.80
Total Current Funding Needed	$	73,971.97
5% Structural Contingency	$	3,698.60
10% Contingency	$	7,767.06
Total Additional Funding	$	85,437.62
Total Additional Funding Request	$	90,000.00

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 1
Date: 8/18/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: New Wood Deck

We are pleased to offer the following specifications and pricing to make the following changes:

- Demo existing wood deck and concrete piers
- Install new structural concrete supports
- Labor and material to frame and finish new deck

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
ROUGH CARPENTRY	Labor	60.00	HRS	$85.00	$5,100.00
ROUGH CARPENTRY	Material				$4,466.03
				Subtotal:	$9,566.03
				Subtotal:	**$9,566.03**
	General Requirements	$9,566.03		8.00%	$765.28
	Liability Insurance	$9,566.03		0.97%	$92.79
	Overhead and Profit	$9,566.03		15.00%	$1,434.90
				Total:	**$11,859.00**

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 2
Date: 8/18/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Chainlink Fence

Reason: Customer Request

We are pleased to offer the following specifications and pricing to make the following changes:

Approximately 62' of all new 6' high galvanized chainlink fence
Terminal posts - 2 1/2"
Line Posts - 2"
Top Rail - 1 5/8"
Install one 4' wide x 6' high single walk gate
Install approx. 5' of 6' high galvanized wire and top rail
Remove and dispose of old materials

Work performed by subcontractors:

Description	Subcontractor			Price
FENCES	The Connecticut Fencemen, Inc.			$3,192.68
			Subtotal:	$3,192.68
			Subtotal:	$3,192.68
	General Requirements	$3,192.68	8.00%	$255.41
	Liability Insurance	$3,192.68	0.97%	$30.97
	Overhead and Profit	$3,192.68	15.00%	$478.90
			Total:	$3,957.96

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 3
Date: 8/18/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Sliding Glass Door

We are pleased to offer the following specifications and pricing to make the following changes:

- Remove and dispose of existing glass sliding door
- Masonry prep of opening
- Wood frame opening to R.O. size
- Furnish and install new Anderson sliding glass door
- Interior and exterior trim around door

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
Door prep	Labor	30.00	HRS	$85.00	$2,550.00
SLIDING GLASS DOORS	Labor	8.00	HRS	$85.00	$680.00
SLIDING GLASS DOORS	Material	1.00		$3,241.85	$3,241.85
FINISH CARPENTRY	Labor	8.00	HRS	$85.00	$680.00
				Subtotal:	$7,151.85

		Subtotal:	**$7,151.85**
General Requirements	$7,151.85	8.00%	$572.15
Liability Insurance	$7,151.85	0.97%	$69.37
Overhead and Profit	$7,151.85	15.00%	$1,072.78
		Total:	**$8,866.15**

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 4
Date: 8/18/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Spray Insulation and Paint

Reason: Customer Request

We are pleased to offer the following specifications and pricing to make the following changes:

- Furnish and install 5" of spray closed cell insulation at garage roof deck
- Paint over closed cell insulation with fire retardant in-tumescent paint
- Paint over in-tumescent paint with black dry fall paint
- Paint cmu walls and hm doors and frames in garage

Work performed by subcontractors:

Description	Subcontractor			Price
ACOUSTICAL CEILINGS - Amount left in project				$-32,568.00
CLOSE CELL SPRAY INSULATION	The MacKenzie Company, LLC			$48,500.00
PAINTING & WALLCOVERING	The MacKenzie Company, LLC			$20,495.00
			Subtotal:	$36,427.00
			Subtotal:	$36,427.00
	General Requirements	$36,427.00	8.00%	$2,914.16
	Liability Insurance	$36,427.00	0.97%	$353.34
	Overhead and Profit	$36,427.00	15.00%	$5,464.05
			Total:	$45,158.55

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 5
Date: 8/18/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Electrical Extras

We are pleased to offer the following specifications and pricing to make the following changes:

Time and material work to add two 20 amp dedicated receptacles and to investigate cut conduits and wires underneath slab and repair what is necessary.

Work performed by subcontractors:

Description	Subcontractor			Price
ELECTRICAL SUBCONTRACTOR	Nation Electrical Contracting			$5,818.97
			Subtotal:	$5,818.97
			Subtotal:	$5,818.97
	General Requirements	$5,818.97	8.00%	$465.52
	Liability Insurance	$5,818.97	0.97%	$56.44
	Overhead and Profit	$5,818.97	15.00%	$872.85
			Total:	$7,213.78

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 6
Date: 8/21/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Bond Costs

We are pleased to offer the following specifications and pricing to make the following changes:

- Price to furnish performance and maintenance bonds per the City of Norwalk Contract

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
BOND PREMIUM	Other				$8,493.00
BOND PREMIUM	Other				$2,200.00
				Subtotal:	$10,693.00
				Subtotal:	**$10,693.00**
				Total:	**$10,693.00**

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 7
Date: 8/21/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: - Contract Deduct

We are pleased to offer the following specifications and pricing to make the following changes:

- Deduct add alt #2 from contract

Work performed by subcontractors:

Description	Subcontractor		Price
ELECTRICAL SUBCONTRACTOR	Nation Electrical Contracting		$-3,250.00
		Subtotal:	$-3,250.00
		Subtotal:	$-3,250.00
		Total:	$-3,250.00

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 8
Date: 8/25/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Demo Credit

Reason: Unforseen Condition
Initiated by: Matthew DiScala (A. V. Tuchy Builders)

We are pleased to offer the following specifications and pricing to make the following changes:
- Credit for not cutting north and south walls down 18" per original contract documents

Work performed by subcontractors:

Description	Subcontractor			Price
SELECTIVE DEMO - INTERIOR	F & G Construction, Inc.			$-3,607.67
			Subtotal:	$-3,607.67
			Subtotal:	$-3,607.67
	General Requirements	-$3,607.67	8.00%	$-288.61
	Liability Insurance	-$3,607.67	0.97%	$-34.99
	Overhead and Profit	-$3,607.67	15.00%	$-541.15
			Total:	$-4,472.42

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 9
Date: 8/26/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Lighting Change

We are pleased to offer the following specifications and pricing to make the following changes:

- Deduct 21 led flat panel lighting fixtures to fit in drop ceiling grid
- Furnish and install 16 led round high bay lighting fixtures

Work performed by subcontractors:

Description	Subcontractor			Price
ELECTRICAL SUBCONTRACTOR	Nation Electrical Contracting			$3,050.54
			Subtotal:	$3,050.54
			Subtotal:	$3,050.54
	General Requirements	$3,050.54	8.00%	$244.04
	Liability Insurance	$3,050.54	0.97%	$29.59
	Overhead and Profit	$3,050.54	15.00%	$457.58
			Total:	$3,781.75

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 10
Date: 8/26/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Hose Bib

Reason: Customer Request

We are pleased to offer the following specifications and pricing to make the following changes:

- Connect to existing domestic water line. Run new water line across apparatus bay and down wall to new hose bib location. Furnish and install new hose bib

Work performed by subcontractors:

Description	Subcontractor			Price
PLUMBING	B & G Piping Co., Inc.			$4,775.00
			Subtotal:	$4,775.00
			Subtotal:	$4,775.00
	General Requirements	$4,775.00	8.00%	$382.00
	Liability Insurance	$4,775.00	0.97%	$46.32
	Overhead and Profit	$4,775.00	15.00%	$716.25
			Total:	$5,919.57

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____ _____
Date: _____ _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 11
Date: 8/26/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Storm Piping

Reason: Customer Request
Initiated by: Mark Conte (City of Norwalk)

We are pleased to offer the following specifications and pricing to make the following changes:

- Reroute storm drain piping to new riser location
- Insulate horizontal storm piping with fiberglass and pvc jacket at all fittings

Work performed by subcontractors:

Description	Subcontractor			Price
PLUMBING	B & G Piping Co., Inc.			$4,045.00
			Subtotal:	$4,045.00
			Subtotal:	$4,045.00
	General Requirements	$4,045.00	8.00%	$323.60
	Liability Insurance	$4,045.00	0.97%	$39.24
	Overhead and Profit	$4,045.00	15.00%	$606.75
			Total:	$5,014.59

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

Page 1 of 1

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 12
Date: 8/26/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Conduit Work

Reason: Customer Request
Initiated by: Mark Conte (City of Norwalk)

We are pleased to offer the following specifications and pricing to make the following changes:

- Install pvc conduits in the slab located in bay #1 to attach to the 2 existing conduits that are coming from the basement electrical panels, these new conduits will go up the exterior wall to a junction box. Install 3/4 emt conduit from this junction box to bay #3 to refeed the existing exterior receptacle, 3 new quad receptacles located in bay #3 with 2 dedicated circuits, and to refeed the existing exterior halogen lighting fixture controlled by the existing lighting contractor.

Work performed by subcontractors:

Description	Subcontractor			Price
ELECTRICAL SUBCONTRACTOR	Nation Electrical Contracting			$5,850.00
			Subtotal:	$5,850.00
			Subtotal:	$5,850.00
	General Requirements	$5,850.00	8.00%	$468.00
	Liability Insurance	$5,850.00	0.97%	$56.75
	Overhead and Profit	$5,850.00	15.00%	$877.50
			Total:	$7,252.25

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____ _____
Date: _____ _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 13
Date: 8/26/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Electrical Extras #2

Reason: Customer Request
Initiated by: Mark Conte (City of Norwalk)

We are pleased to offer the following specifications and pricing to make the following changes:

- Replace the 4 existing exterior wall sconces with owner provided lighting fixtures.
- Replace the 6 existing exterior soffit square recess fixtures with led fixtures.
- Add 2 receptacles in bay #3 for the TV monitors.
- Install 1 exterior led flood light above the new patio controlled by a wall switch by the exterior door.
- Add 1 receptacle with a dedicated circuit for the soda machine.

Work performed by subcontractors:

Description	Subcontractor			Price
ELECTRICAL SUBCONTRACTOR	Nation Electrical Contracting			$4,880.75
			Subtotal:	$4,880.75
			Subtotal:	$4,880.75
	General Requirements	$4,880.75	8.00%	$390.46
	Liability Insurance	$4,880.75	0.97%	$47.34
	Overhead and Profit	$4,880.75	15.00%	$732.11
			Total:	$6,050.66

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 14
Date: 8/26/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: 3" Ridged Insulation - R1

We are pleased to offer the following specifications and pricing to make the following changes:

- Install 3" ridged insulation per revised S3 detailed issued by GZA on 8/25/25

Revised - Per email from Amber Vail on 8/26 - we can leave existing 2" ridged insulation in areas its currently in

Work performed by subcontractors:

Description	Subcontractor			Price
SITE EXCAVATION & BACKFILL	F & G Construction, Inc.			$6,088.00
			Subtotal:	$6,088.00
			Subtotal:	$6,088.00
	General Requirements	$6,088.00	8.00%	$487.04
	Liability Insurance	$6,088.00	0.97%	$59.05
	Overhead and Profit	$6,088.00	15.00%	$913.20
			Total:	$7,547.29

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 15
Date: 8/27/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: New Gas Line

Reason: Customer Request
Initiated by: Mark Conte (City of Norwalk)

We are pleased to offer the following specifications and pricing to make the following changes:

- Cut, cap and remove existing gas line
- Connect to existing 1" gas line and install branch tee with 1/2" isolation valve
- Extend gas line up one side of bay wall, across bay and down wall on other side extending out through exterior wall to new quick disconnect and grill hookup.

Work performed by subcontractors:

Description	Subcontractor			Price
PLUMBING	B & G Piping Co., Inc.			$3,085.00
			Subtotal:	$3,085.00
			Subtotal:	**$3,085.00**
	General Requirements	$3,085.00	8.00%	$246.80
	Liability Insurance	$3,085.00	0.97%	$29.92
	Overhead and Profit	$3,085.00	15.00%	$462.75
			Total:	**$3,824.47**

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

1 McClintock Street
Norwalk, CT 06851-0311
Ph : (203)847-2461

Change Request

To: Mark Conte
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Number: 16
Date: 8/29/25
Job: 25-039 NWLK FIRE STN #1 - STRUCT SLAB
Phone:

Description: Vapor Barrier

We are pleased to offer the following specifications and pricing to make the following changes:

- Cost to furnish and install vapor barrier underneath slab on grad per revised S3 drawing issued on 8/25

Work performed by subcontractors:

Description	Subcontractor			Price
CONCRETE WORK	Santos Foundations, Inc			$8,649.00
			Subtotal:	$8,649.00
			Subtotal:	$8,649.00
	General Requirements	$8,649.00	8.00%	$691.92
	Liability Insurance	$8,649.00	0.97%	$83.90
	Overhead and Profit	$8,649.00	15.00%	$1,297.35
			Total:	$10,722.17

If you have any questions, please contact me at (203)847-2461.

Submitted by: Matthew DiScala
A. V. Tuchy Builders, Inc.

Approved by: _____
Date: _____

Norwalk Department of Police Service

Memo

To:	City of Norwalk, Common Council
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Extension of Agreement By and Between the City of Norwalk and All City Management Services, RFP Project # 4280, dated August 22, 2023
Date:	September 17, 2025

The City of Norwalk is currently in a contractual agreement with All City Management Services which provides for public school crossing guards at 26 locations throughout the City of Norwalk. The Agreement was entered into on August 22, 2023. The Agreement is in effect until August 21, 2026, with the option of two additional one-year renewals.

In accordance with Section 4, Paragraph B, Time Provisions, of the Agreement, the Norwalk Police Department is requesting to invoke the option for a contractual renewal of one (1) year. The Agreement shall have all the same terms and conditions as the initial contract. The extension period will commence on August 22, 2026 and conclude on August 21, 2027.

In accordance with Section 3, Compensation, Paragraph A, of the Agreement, the Norwalk Police Department is requesting compensation to All City Management Services for public crossing guard services to remain at an hourly rate of $41.06 with the annual sum to remain at $401,946.00. Funding is currently available for 2025/2026 fiscal year in account #013026-5258.

We are requesting the following authorization:

1. Authorize Mayor Harry W. Rilling to execute an extension Agreement with All City Management Services under RFP project number 4280, from August 22, 2026 until August 21, 2027, based on the availability of funds not to exceed $401,946.00 per year from account #013026-5258.

2. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to All City Management Services under RFP project number 4280, based on the availability of funds not to exceed $401,946.00 per year from account #013026-5258.

PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com
ADDRESS 4900-B Old Pineville Road | Charlotte | North Carolina | 28217

Brian Brooks
800 540 9290
310-382-4284

CROSS SAFE

ALL CITY MANAGEMENT SERVICES

ACMS

February 26, 2025

David M. Costa

Sgt. Ryan Evarts
City of Norwalk
1 Monroe Street
Norwalk, Connecticut 06854

Dear Sgt. Evarts,

Cross Safe is proud to announce a new partnership! Effective March 17, 2025, Cross Safe will become a part of the All-City Management Services, Inc. (ACMS) brand. ACMS is the largest private corporation to specifically and exclusively provide School Crossing Guard Services to over 300 Cities, Counties, School districts and Police Departments nationwide.

ACMS brings 40 years' experience to refining safety standards and building an exceptional reputation with strong client relations. Our advancing technological systems further enhance current services with guard attendance confirmation, shift accountability, billing transparency, and reporting.

Regarding the field services you have been receiving, the transition should be seamless. We anticipate involvement moving forward from the current guards, supervisors, and corporate office support. In addition to the familiar faces that you have been dealing with in the past, we will introduce a few key players that will be supporting the operations. Lastly, the terms of the current agreement will remain in force.

We will be reaching out over the next few days with the next steps. The first step is a Consent of Assignment Agreement to be signed by all parties. I have included a copy with this email.

Please do not hesitate to contact us with any questions.

Sincerely,

Brian A. Haupricht
President, Cross Safe

Brian Brooks, Chief Operating Officer
All City Management Services

CONSENT ASSIGNMENT OF
CROSSING GUARD SERVICES AGREEMENT

THIS CONSENT TO ASSIGNMENT OF CROSSING GUARD AGREEMENT (this "**Consent**") is dated as of March 13 2025, by and among **EVERYTHING PARKING, INC. D/B/A "CROSS SAFE"** ("**Assignor**"), **ALL-CITY MANAGEMENT SERVICES, INC.** ("**Assignee**") and is consented to by **CITY OF NORWALK** ("**Establishment**").

Assignor and Establishment are parties to a Crossing Guard Services Agreement dated August 22, 2023 (the "**Agreement**"), pursuant to which Assignor provides crossing guard services to Establishment. Assignee is purchasing substantially all the assets of the "Cross Safe" business of Assignor, including Assignor's rights, title, and interest under the Agreement, pursuant to an Asset Purchase Agreement dated February 13, 2025 ("**APA**"). In connection with such purchase, pursuant to this Assignment, Assignor is assigning all of Assignor's rights, title, and interest under the Agreement to Assignee, and Assignee is assuming and will perform all of Assignor's liabilities and obligations arising under the Agreement. As evidenced by its execution of this Assignment, Establishment consents to this Assignment.

NOW, THEREFORE, in consideration of the foregoing, the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Agreement.

a. This Assignment shall not be effective until the closing of the APA (the "Assignment Date"). Upon said closing, Assignor hereby transfers, assigns, conveys, and sets over unto Assignee, its successors and assigns, the Agreement and all of Assignor's rights, title, and interest thereunder. Assignee hereby accepts the foregoing assignment of the Agreement and hereby assumes the obligation to perform all of those covenants and conditions to be performed by Assignor under the Agreement.

b. Assignor represents and warrants to Assignee that the Agreement is in full force and effect and that Assignor is not in default or breach of any of Assignor's obligations under the Agreement.

2. Consent and Estoppel by Establishment. Establishment hereby consents to this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

EVERYTHING PARKING, INC. D/B/A CROSS SAFE:

By: _____
Name: Bruce Hanpracht
Its: President

ASSIGNEE:

ALL-CITY MANAGEMENT SERVICES, INC.:

By: _____
Name: Brian Brooks
Its: Chief Operating Officer

ESTABLISHMENT:

By: _____
Name: Harry W. Rilling
Its: Mayor

4929-0618-6278, v. 3

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
EVERYTHING PARKING, INC. d/b/a CROSS SAFE
FOR
SCHOOL CROSSING GUARD SERVICES
PROJECT NO.: 4280

THIS AGREEMENT made and entered into this 22nd day of August, 2023 (the "Effective Date"), by and between the **CITY OF NORWALK** (the "City), a municipal corporation existing under the laws of the State of Connecticut (the "City"), acting herein by Harry W. Rilling, its Mayor, and **EVERYTHING PARKING, INC. d/b/a CROSS SAFE** (the "Contractor"), a North Carolina corporation registered to do business in Connecticut, having a principal place of business located at 4900 Old Pineville Road, Charlotte, North Carolina 28217, acting herein by Brian A. Haupricht, its President, duly authorized. The City and the Contractor referred to herein collectively as the "Parties" and individually as the "Party"

W I T N E S S E T H:

WHEREAS, the City is in need of school crossing guard services for the Norwalk Public Schools throughout the City of Norwalk (the "Project"); and

WHEREAS, the City desires to retain the Services (defined below) of the Contractor for the Project based on the Contractor's representations that it is qualified and capable of performing the needed Services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, Contractor has agreed to perform the Services (defined below) for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the Contractor set out in its proposal dated June 5, 2023 (the Proposal"), a copy of which is annexed hereto and incorporated herein as **Exhibit 2**, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be James Walsh, Chief of Police, or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be Brian A. Haupricht, its President.

2. **SERVICES TO BE PERFORMED**

A. During the Term of this Agreement the Contractor agrees to perform the Services in accordance with the terms and condition set forth in this Agreement. As used herein, the term "Services" shall mean school crossing guard services, the scope, details and specifications of which are set forth in Section 2 of the City's Request for Proposal dated May 18, 2023 and Addendum No. 1 thereto dated May 25, 2023 (collectively referred to as the "RFP"), copies of which are attached hereto and made a part of this Agreement as **Exhibits 1 and 1-A.** The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs.

A. In provided the Services, the Contractor warrants and represents as follows:

i. that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

ii. that this Agreement is duly executed and delivered by an authorized corporate representative, in accordance with such representative's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

iii. that it is a legally existing corporation existing under the laws of its state of organization, that it is registered and in good standing with the State of Connecticut Secretary of State, and that it 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; and

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

v. that it has the requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement; and

vi. that it has a sufficient number of experienced and properly licensed and trained personnel available to perform the requested Services on behalf of the City, as may be needed from time to time throughout the term of this Agreement; and

vii. that it will be available to meet with the Director or his representatives (e.g. the supervisor of Community Police Services Division, Norwalk Public Schools Transportation Dept., Traffic Engineer, and Construction Division of DPW) as reasonably appropriate; and with other entities as directed by the City, with regard to the services performed hereunder.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. **COMPENSATION**

A. The City shall compensate the Contractor for the satisfactory performance of the Services based on the itemized hourly rate summary set forth under the Consultant's Proposed Rates, Section 1.1.A of Exhibit 2 dated June 5, 2023, a copy of which is attached hereto separately and made a part of this Agreement as **Exhibit 2-A**. The total amount of fees payable under this Agreement, shall not exceed **THREE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS AND OO/100 CENTS ($388,000.00)** during each Contract Year. As used herein, "Contractor Year" means a one year period commencing on the Effective Date or each anniversary thereof, as applicable, during the Term of this Agreement.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours worked by crossing guards performing the Services hereunder. The City may, prior to making any payment under this Agreement, require the Contractor to submit

to it such additional information and/or documentation as it may deem necessary, including but not necessary limited to, the crossing guard tracker reports referenced in the Contractor's Proposal.

D. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

4. TIME PROVISIONS

A. The term of this Agreement shall be Three (3) Years commencing on the Effective Date and expiring three (3) years therefrom ("Initial Term") unless earlier terminated or extended pursuant to the terms of this Agreement.

B. The City shall have two (2) options to extend the Initial Term of this Agreement (each, an "Option Term") for consecutive periods of one (1) year each (the Option Term and Initial Term collectively referred to herein as the "Term") upon the same terms and conditions as the Initial Term except the Contractor shall be entitled to an hourly rate adjust consistent with the year over year increases during the Initial Term.

5. TERMINATION AND SUSPENSION

A. The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the Contractor's Services shall be paid for in such amount as shall compensate the Contractor for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

B. The following shall constitute an Event of Default: (i) The City reasonably the believes Contractor will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; (ii) the City reasonably believes a meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its agents, servants or employees, (iii) the Contractor's breach of this Agreement; (iv) any representation or warranty by the Contractor shall be false, misleading or incorrect in any material respect at the time made or anytime thereafter during the Term of this Agreement; (v) the Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or (vi) if insolvency, receivership, reorganization or bankruptcy proceedings are commenced by or against the Contractor, and such proceedings are not dismissed within sixty (60) days.

C. Upon an Event of Default, the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder after written notice to the Contractor with sufficient details of the alleged circumstance and accounting of the amount of payment withheld. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

6. INSURANCE AND INDEMNIFICATION

The Contractor agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto as **Exhibit 3** and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel and Risk Manager 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.

The Contractor shall indemnify, defend and save harmless the City and the Norwalk Board of Education, their respective officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggrievement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

7. GENERAL PROVISIONS

A. By this Agreement the City intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the City to the extent necessary to perform the services required in a skillful, professional and prompt manner

shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the City in writing.

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

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 Agreement, 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 Agreement. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

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

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

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

H. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

I. The City and the Contractor each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall transfer any interest in this Agreement without the prior written approval of the City.

J. The products of the Services performed under this Agreement shall become

and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

K. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

L. All notices of any nature referred to in this Agreement 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:	James Walsh, Chief of Police City of Norwalk P.O. Box 5125 Norwalk, CT 06856-5125
With a Copy to:	Corporation Counsel City of Norwalk P.O. Box 5125 Norwalk, CT 06856-5125
With copy to: (For insurance purposes)	Finance Department City Hall, 125 East Avenue P.O. Box 5125 Norwalk, CT 06856-5125 Attn: Risk Manager
To the Contractor:	Brian A. Haupricht, President Everything Parking, Inc. dba Cross Safe 4900 Old Pineville Road Charlotte, NC 28217

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

M. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

N. <u>Compliance with Laws, Living Wage Ordinance</u>

The Contractor shall comply with all applicable federal, state or local statutes, regulations, ordinances, rules and other laws in the performance of this Agreement. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS AGREEMENT IS**

SUBJECT TO AND CONTRACTOR SHALL AT ALL TIMES COMPLY WITH CHAPTER 62 OF THE CODE OF THE CITY OF NORWALK, THE LIVING WAGE ORDINANCE. THE CITY SHALL HAVE ALL RIGHTS AND REMEDIES PROVIDED THEREIN, INCLUDING, WITHOUT LIMITATION, SECTION 62.8 THEREOF.

O. Electronic Signature

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

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

Zulmi Roundtree

Brianna Palmer

CITY OF NORWALK

By: Harry W. Rilling
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: 8/22/23

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures

EVERYTHING PARKING, INC.
DBA CROSS SAFE

By:
Brian A. Haupricht
Its President
Duly Authorized

Date signed: 8/18/24

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____
Darin L. Callahan
Assistant Corporation Counsel

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller/Deputy Comptroller

Date: 08/18/2023

Norwalk Department of Police Service

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant Acceptance Authorization
Date:	September 25, 2025

The Connecticut Department of Transportation (CTDOT) Highway Safety Office, has approved the application submitted by the City of Norwalk Police Department for funding under the Drug Recognition Enforcement (DRE) Instructor Grant project. The grant award is proposed for $44,493.00. The funding start date is October 01, 2025 with an end date of September 30, 2026.

The Norwalk Police Department proposed funding to combat the large increase in the number of drivers using marijuana or other illegal drugs. Between 2018 and 2022 over 53.4% of drivers involved in fatal crashes tested positive for drugs. The Connecticut's 2026 Highway Safety Plan calls for high visibility enforcement of impaired driving laws, public information, and education on the risks, dangers, and consequences of driving while impaired. This plan also calls for the training of law enforcement officers in the latest methods of drug evaluation and classification and to certify law enforcement officers as Drug Recognition Experts (DRE's).

The DRE Instructor Grant will provide training to law enforcement officers in recognizing the signs of impaired drivers under the influence of illegal or legal drugs or medications by providing statewide coordination of standard field sobriety testing and Advanced Roadside Impaired Driving Enforcement (ARIDE). The grant will also be utilized for training to facilitate convictions in court proceedings of various types of impaired driving cases, beyond alcohol impairment.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

Applicant Organization Information

Agency Specific Information

Name of Agency * *Norwalk Police Department*

Federal ID Number (FEIN): * *06-6011881*

UEI Number * *V7ZTXNBNKJM9*

Address * *1 Monroe Street*

City * *Norwalk*

County * *Fairfield County*

State * *Connecticut*

Zip * *06854*

Website

Number: * *(203) 854-3007*

Governmental Unit/Agency Information

Name of Governmental Unit/Agency * *City of Norwalk*

Address * *125 East Avenue*

City * *Norwalk*

County * *Connecticut*

State * *Connecticut*

Zip * *06851*

Project Contacts

Project Director (Required)	**Name:** *	*Christopher Wasilewski*	**Title:** *	*Officer*	
	Street Address: *	*1 Monroe Street*	**Street Address 2:**		
	City: *	*Norwalk*	**State:** *	*Connecticut*	**Zip:** * *06854*
	Phone: *	*(203) 854-3035*	**Email:** *	*cwasilewski@norwalkct.gov*	

Authorizing Official (Required)	**Name:** *	*Rita Nigri*	**Title:** *	*Grant Administrator*	
	Street Address: *	*125 East Ave*	**Street Address 2:**		
	City: *	*Norwalk*	**State:** *	*Connecticut*	**Zip:** * *06851*
	Phone: *	*(203) 506-4159*	**Email:** *	*migri@norwalkct.gov*	

Fiscal Contact (Required)	**Name:** *	*Chitsamay Lam*	**Title:** *	*Comptroller*	
	Street Address: *	*125 East Ave*	**Street Address 2:**		
	City: *	*Norwalk*	**State:** *	*Connecticut*	**Zip:** * *06851-5702*
	Phone: *	*(203) 854-7711*	**Email:** *	*clam@norwalkct.gov*	

Problem ID, Objectives & Activities

Project Title: * *FY 2026 DRE INSTRUCTOR GRANT*

Requested Project Start Date *	Project Period End Date
10/01/2025	*09/30/2026*

Problem ID

Statement of the Problem and Background Information *

Describe in detail the specific problem to be corrected or impacted.

Indicate the reason your current program or activity is not adequate and explain past efforts to resolve the problem.

Provide supporting data, facts, or statistics that will substantiate the need for the requested project.

Alcohol and drug impaired driving is a major contributing factor in traffic crashes, injuries, and fatalities on Connecticut's roadways. NHTSA data for Connecticut indicates that 106 of Connecticut's 289 fatalities (37%) in 2023 were alcohol-impaired driving fatalities. Additionally, crashes related to drugged driving have become more prevalent in recent years. Connecticut studies have found a large increase in the number of drivers using marijuana or other illegal drugs. Over the 2018-2022 period, about 53.4% of drivers involved in fatal crashes tested positive for drugs, with rates fluctuating from year to year. The impaired driving problem identification section of Connecticut's 2024-2026 Triennial Highway Safety Plan calls for high visibility enforcement of the impaired driving laws, public information and education on the risks, dangers, and consequences of driving while impaired, prosecution of first time and repeat offenders and the passage of strong legislation. Networking, monitoring, and evaluation are also addressed in the plan. The successful implementation of the impaired driving enforcement plan is a vital component to the overall highway safety program in Connecticut.

Connecticut's 2024-2026 Triennial Highway Safety Plan also calls for the training of law enforcement officials in the latest methods of drug evaluation and classification and to certify law enforcement officials as Drug Recognition Experts (DREs).

Successful implementation of this impaired driving enforcement plan through this project scope is vital to the overall highway safety program in Connecticut.

This project will be closely monitored. In addition, the Highway Safety Office's Fiscal Officer will ensure that the appropriate financial documentation supports all claims against this project.

Objectives

Describe the objectives to be accomplished during this project. *

The objectives should be specific, clearly written, measurable, and time-framed.

To decrease drug related crashes, injuries and fatalities through high visibility enforcement and prosecution of DUI offenders by:

**Increasing the number of law enforcement officers trained to recognize the signs of an impaired driver under the influence of illegal or legal drugs or medications by providing statewide coordination of Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training to law enforcement.*

**Increasing the number of certified Drug Recognition Experts, instructors, and practitioners by providing statewide coordination of Drug Recognition Expert (DRE) training to law enforcement.*

**Increasing law enforcement recognition and conviction of various types of impaired driving, beyond alcohol impairment, by providing coordination to establish a DRE training program.*

**To reimburse DRE instructors for expenses incurred in facilitating the DRE practitioner class and subsequent impaired driving enforcement trainings.*

**To reimburse DRE instructors for court costs incurred while testifying as DRE reconstructionist' s and/or DRE subject matter experts in Connecticut, and related DRE callout requests.*

DRE training for police officers will be offered for the purpose of increasing the number of DRE practitioners and to ensure that in-service law enforcement practitioners making alcohol and/or drug arrests are properly trained in the detection and apprehension of impaired drivers. It also will reinforce that trained police officers follow the standardized and systematic arrest procedures that will hold up in court.

Assist in the following activities:

Provide Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) classes to law enforcement within Federal Fiscal Year (FFY) 2026

Provide Drug Recognition Expert (DRE) classes to law enforcement within FFY 2026

Provide DRE Instructor classes within FFY 2026

Reimbursement will be made for both straight time and overtime expenses as required

Funding for this project will be used to assist in the administration of the Drug Evaluation and Classification Program (DECP) project. Duties will primarily involve the Drug Recognition Expert (DRE) component of the DECP. Anticipated duties include the coordination of DRE training activities, ensuring compliance with DRE recertification requirements, overseeing the collection and transmission of electronic data collected through DRE evaluations and providing support to all current Connecticut DREs throughout the state.

Activities

Describe activities and procedures you will undertake to achieve each objective.*

Identify project personnel and responsibilities. Include activity timelines.

All activities will be performed by a certified DRE Instructor:

-Evaluate and assess status of program

-Establish tracking procedures to fulfill and document objectives

-Provide support to the CT DRE program and all CT DREs

-Assist in training at DRE School

-Assist in training at DRE field certifications

-Assist in training at SFST and ARIDE classes

-Attend the National DRE Conference (IDTS)

-Attend drug impaired driving and DRE related trainings

-Assist in training at SFST and ARIDE classes

-Prepare quarterly progress report regarding activities

Budget to include the following:

Personnel expenses (Salaries, Overtime)

Travel costs (Instructors, Students, Conferences, Trainings, Meetings)

Supporting Documentation

Attachment Description:

Budget Selection Form

Applicant: *Norwalk Police Department*
Project Title *FY 2026 DRE INSTRUCTOR GRANT*
Please select all budget categories that apply to your project or grant.

Note: Selecting a category will open a corresponding form where you can enter specific budget details.

Important:

If you decide to deselect a category, please make sure to **clear or delete any information entered** in that category's form **before** unchecking the box.

Toggling these checkboxes only controls the visibility of the budget forms—it does not automatically remove any data previously entered.

[X] **Personnel**
[X] **Fringe**
[X] **Travel**
[ ] **Indirect Costs**

Fringe

Applicant: * *Norwalk Police Department*
Project Title: * *FY 2026 DRE INSTRUCTOR GRANT*
If fringe rate is being charged/reimbursed, this page should be completed.

Fringe Benefits

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:
FROM: *10/01/2025 ** **TO:** *09/30/2026 **

Actual Cost Category	Fringe Type	Fringe Rate
FICA-Medicare	*Straight/Overtime*	*1.45000* %
Other Cost Category		
		%
Total Fringe Rate		*1.45000%*

Personnel

Applicant: * *Norwalk Police Department*
Project Title: * *FY 2026 DRE INSTRUCTOR GRANT*

Position Title *	Name (if applicable)
Police Officer	*Christopher Wasilewski*

Is there Fringe applicable to this Position/Person? * *[X]*Yes *[ ]*No

Salary Information

Hourly Rate	Hours Allotted To This Grant	Salaries Subtotal	Grant Funds Requested	Match
$50.00000	230.00	$11,500.00	$11,500.00	
$75.00000	300.00	$22,500.00	$22,500.00	

Fringe Information

Select the cost category/fringe type/Fringe Rates applicable to this position from the list below (If there is a different Fringe Rate for Straight Time and Overtime, for the same position, create a new page and enter the differing fringe rates):

	Cost Category	Fringe Type	Fringe Rate
[X]	FICA-Medicare	Straight/Overtime	1.45000 %

After selecting the cost category/fringe type/fringe rates applicable to this position from the list above, SAVE the page to generate the Position Total Fringe Rate below:

Position Fringe Breakdown		
Cost Category	**Fringe Type**	**Fringe Rate**
FICA-Medicare	Straight/Overtime	1.45000 %
Position Total Fringe Rate		1.45000 %

Salaries Subtotal	Salary Grant Funds Requested	Salary Match	Rate	Fringe Subtotal	Grant Funds Requested Fringe Subtotal	Match Fringe Subtotal
$11,500.00	*$11,500.00*		*1.45000 %*	*$166.75*	*$166.75*	
$22,500.00	*$22500*		*1.45000 %*	*$326.25*	*$326.25*	

Position/Person Grand Total Costs

	Total Cost	Grant Funds Requested	Match
Salary	*$34,000.00*	*$34,000.00*	
Fringe	*$493.00*	*$493.00*	
Total	***$34,493.00***	***$34,493.00***	

Narrative *

Please use the box below to explain how grant funds requested on this page will be utilized by the proposed project.

Cover Salary Overtime/Straight Time for instruction (lead or assist) for SFST, ARIDE, & DRE courses
Cover Salary costs for conducting evaluations, observing evaluations
Completing the necessary quarterly progress reports

Travel

Applicant: * *Norwalk Police Department*
Project Title: * *FY 2026 DRE INSTRUCTOR GRANT*

Mileage Cost

Position Title	Purpose of Mileage *Indicate the purpose of miles driven by personnel.*	Estimated Mileage Budget Total	Grant Funds Requested	Match
			$0.00	
	Mileage Page Total(s):	***$0.00***	***$0.00***	

Travel Cost

Note - All Travel requires Pre-Approval from the CT Highway Safety Office

Position Title	Purpose of Travel *Indicate the purpose of each trip and/or type of trip (training, conference, etc.)*	Estimated Travel Budget Total	Grant Funds Requested	Match
DRE Instructor	*Training, Conference(s)*	*$10,000.00*	*$10,000.00*	
	Travel Page Total(s):	***$10,000.00***	***$10,000.00***	

Total Travel Costs

	Estimated Budget Total	Grant Funds Requested	Match
Mileage Costs	*$0.00*	*$0.00*	
Travel Costs	*$10,000.00*	*$10,000.00*	
Total Travel Costs	***$10,000.00***	***$10,000.00***	

Narrative: *

Please provide a description of any anticipated Travel costs and any conferences you may want to attend.

Attending annual IDTS Conference
Travel to training courses throughout the State

Budget Summary

Total Federal Budget *$44,493.00*

Budget Category	Grant Funds Requested	Match	Total	HSO Conditions Apply
Personnel				
Salaries	*$34,000.00*		*$34,000.00*	
Fringe	*$493.00*		*$493.00*	
Other Costs				
Travel	*$10,000.00*		*$10,000.00*	
Indirect Costs	*$0.00*		*$0.00*	
Total Grant Budget	***$44,493.00***		*$44,493.00*	

Notes

Fringe & Indirect Certification

Applicant: *Norwalk Police Department*
Project Title: *FY 2026 DRE INSTRUCTOR GRANT*

Fringe Benefits

Has a Fringe Rate been submitted? *Yes*

[X] * I hereby certify that the information below is the true and accurate and authorized by *Norwalk Police Department* for hours worked by personnel for the following time period:

From *10/01/2025* **To** *09/30/2026*

Actual Cost Category:	Fringe Type	Fringe Rate
FICA-Medicare	*Straight/Overtime*	*1.45000 %*
Other Cost Category:		
		%
Total Fringe Rate		*1.45000 %*

Indirect Costs

Have Indirect Costs applicable to this grant been charged? *No*

*[X]** I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified below accurately identifies what is allowable.

Certification

Designated Signatories:

Authorizing Official	OR	Financial Officer
Rita Nigri		*Chitsamay Lam*

Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.

*[X]** By checking this box, Applicant certifies it has read the foregoing acknowledgement and makes the representations, warranties, and certifications within.

Rita Nigri	*Grant Administrator*	*09/09/2025*
Name	Title	Date

Reimbursement Requirements

Requested Project Start Date	Approved Project Start Date	Project End Date	Reimbursement Deadline
10/01/2025		*09/30/2026*	*10/30/2026*

The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhered to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certification

	Authorizing Official	OR	Financial Officer
Designated Signatories:	*Rita Nigri*		*Chitsamay Lam*

Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.

*[X]** By checking this box, Applicant certifies it has read the foregoing acknowledgement and makes the representations, warranties, and certifications within.

Rita Nigri	*Grant Administrator*	*09/09/2025*
Name	Title	Date

Certifications & Assurances

Please review the documents attached in the below statements. Once reviewed, please check the box beside each statement confirming your organization complies with the statements within each PDF.
*[X]** NONDISCRIMINATION
*[X]** POLITICAL ACTIVITY (HATCH ACT)
*[X]** CERTIFICATION REGARDING FEDERAL LOBBYING
*[X]** RESTRICTION ON STATE LOBBYING
*[X]** CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
*[X]** BUY AMERICA ACT
*[X]** PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Certification

Designated Signatories:

Authorizing Official	**OR**	**Financial Officer**
Rita Nigri		*Chitsamay Lam*

Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.
*[X]** By checking this box, I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Rita Nigri	*Grant Administrator*	*09/09/2025*
Name	Title	Date

Full Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252),(prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act** of 1973, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Audit Requirements

	Authorizing Official	OR	Financial Officer
Designated Signatories:	*Rita Nigri*		*Chitsamay Lam*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2025

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department*
declares that for the fiscal year ending September 30, 2026, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed $1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

*[X]** Check this box to sign & certify the above Audit **Requirement** statement

Chitsamay Lam	*Comptroller*	*09/09/2025*
Name	Title	Date

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department*
declares that for the fiscal year ending September 30, 2026, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed $1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

*[ ]** Check this box to sign & certify the above Audit **Exemption** statement

Name	Title	Date

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

a. Any sub grantee receiving $1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.

b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Applicant Signatures

Project Director

Designated Signatory:

[X] * Check this box to sign & certify this application

Christopher Wasilewski	*Officer*	*09/09/2025*
Name	Title	Signature Date

Authorizing Official

Designated Signatory:

[X] * Check this box to sign & certify this application

Rita Nigri	*Grant Administrator*	*09/09/2025*
Name	Title	Signature Date

Financial Officer

Designated Signatory:

[X] * Check this box to sign & certify this application

Chitsamay Lam	*Comptroller*	*09/09/2025*
Name	Title	Signature Date

Shared Documents

Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: **MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE**

FROM: **NEIL RENNIE, PROPERTY MANAGER**

DATE: **SEPTEMBER 25, 2025**

RE: **MAIN LIBRARY PASSENGER ELEVATOR UPGRADES AND MODIFICATIONS**

****

Norwalk's Main Library was renovated in 1981 and is served by one passenger elevator. The passenger elevator serves all three floors, which is original to the renovation and is now in need of mechanical upgrading, aesthetic improvements and modifications to support ADA compliance.

The City of Norwalk is under contract with Thyssenkrupp Elevator Corporation (TKE) to provide preventative maintenance and repair services for multiple City buildings, including the Main Library. TKE was the lowest bidder of these services and the benefits of retaining their services for the modernization project are many. The Office of Building Management is requesting the use of sole source contracting for this project for the following reasons. TKE has already "value engineered" the elevator modification project for The City. We will not have the expense to source an architect for design/engineering services. TKE has intimate working knowledge of the passenger elevator at the Main Library and should we incur any issues mechanically, electrical or architecturally, we have one source and do not have to involve multiple contractors.

Therefore, the Office of Building Management is requesting the following:

A. **Authorize the Mayor, Harry W. Rilling, to execute a contract with Thyssenkrupp Elevator Corporation (TKE) for the Norwalk Main Library Elevator Upgrade and Modification project for a total not to exceed $171,033.32. Account #09267100 5777 C0119.**

B. **Authorize the Office of Building Management to execute change orders on the contract for a total not to exceed $17,103.33. Account #09267100 5777 C0119.**

DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9/24/25 **DEPARTMENT:** Bldg. Mgt.

Procurement by non–competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☑	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). **Please forward this form and supporting documentation within 48 hours of the Emergency**
☐	6	Other, please explain:

TOTAL COST: $171,033.32 **MUNIS Account:** 09267100 5777 C0119

VENDOR: Thyssenkrupp Elevator Corp. (TKE)

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Connors Digitally signed by Sharon Connors Date: 2025.09.24 16:12:18 -04'00'	☒	Supports	
Purchasing Agent Name	☐	Does Not Support	Department Head Name
	☐	Single Source Requires Common Council Authorization (in excess of $20,000.00)?	Alan Lo
Date			Date 9/24/25

G:\0 Digitized Forms\Noncompetitive Procurement Justification\Noncompetitive procurement-FINAL 01012024.docx

JUSTIFICATION:

The City of Norwalk currently holds a contract with ThyssenKrupp Elevator Corporation (TKE) for preventative maintenance and repair services across multiple City buildings, including the Main Library. TKE was selected as the lowest responsible bidder for these services.

Retaining TKE for the elevator modernization project offers several key advantages: there is no need to engage a separate architect for design and engineering, as TKE provides these services in-house; they possess detailed, hands-on knowledge of the Main Library's passenger elevator; and in the event of mechanical, electrical, or architectural issues, the City benefits from a single point of contact, eliminating the need to coordinate with multiple contractors.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

REVISED

TO: **MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE**

FROM: **FRED BRETHERTON, ASSISTANT PROPERTY MANAGER**

DATE: **OCTOBER 2, 2025**

RE: **SNOW REMOVAL & ICE CONTROL SERVICES**

****

On July 10, 2025 the City's Purchasing Department solicited proposals for snow removal & ice control services for the Norwalk Police Headquarters Parking Lots, 3 Belden Avenue, and the Ben Franklin Center. The City received four (4) bids. The results are as follows:

FIRM	Beginning Scope Metrics Dusting up to 2"
Seaman Construction Inc.	**$908**
B & W Paving & Landscaping LLC	$1,100
Love Your Home LLC	$1,298
Cariati Developers, Inc.	$1,500

After reviewing the submissions for the above-referenced project, the Purchasing Department and the Office of Building Management recommend the award to Seaman Construction Inc. as the lowest qualified bidder, who is also the current service provider.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with Seaman Construction Inc., for snow removal & ice control services at the Norwalk Police Headquarters Parking Lots, 3 Belden Avenue, and the Ben Franklin Center. The agreement begins 2025-26FY for three (3) years with an option of two additional years, including a 2% increase annually for a total not to exceed $32,000/yr.

Accounts #013055 5298, 014088 5298, 014074 5298.

Contract Staff Summary

Department/Staff Contact	DPW Wilber Giron – x47801
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	PM2024-2 – Permanent Roadway Repairs and Surface Restoration
Vendor (Indicate if new or existing vendor)	Burns Construction Company, Inc.
Term of Contract	*Contract Increase to address utility trench patches and adjacent roadway failures
Method of Procurement (Indicate if sole source)	Bid
Cost of Contract	$150,000.00
Funding Source/Account Number	03 00 00 2602
Additional Information/Other Details	

DEPARTMENT OF ENGINEERING

CITY OF NORWALK
Wilber Giron, P.E.
Permit Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06856
Office: 203 -854 7801
wgiron@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

CC: James Meehan, P.E. – Principal Engineer

FROM: Wilber Giron, P.E. – Permit Engineer

RE: PM2024-2 Permanent Roadway Repairs and Surface Restoration – 1st Amendment Purchase Order Increase

DATE: October 2, 2025

As part of the existing PM2024-2 Permanent Roadway Repairs and Surface Restoration Agreement, the Department of Public Works (DPW) has continued to evaluate the actual costs associated with roadway restoration. While the initial amendment amounts were based on estimates, the contractor has since expanded the restoration limits to address not only utility trench patches but also adjacent roadway failures.

DPW has directed the contractor to evaluate the roadway holistically rather than limiting restoration to isolated patches. This approach ensures longer-lasting repairs, reduces the likelihood of premature roadway failures, and ultimately improves the quality and safety of the City's Road network.

To cover these expanded restoration efforts, I respectfully request approval to increase the Purchase Order for the First Amendment by an additional $150,000.00.

Therefore, I request that the following item be included on the agenda for the upcoming Public Works Committee meeting:

> **Authorize the Purchasing Agent to increase the Purchase Order for the First Amendment to the April 9, 2024, Agreement between the City of Norwalk and Burns Construction Company, Inc., for Project PM2024-2 – Permanent Roadway Repairs and Surface Restoration, by an amount not to exceed $150,000.00.**
>
> **Account No.: 03 00 00 2602**

DEPARTMENT OF ENGINEERING

City of Norwalk
Paul Sotnik, P.E.
Senior Civil Engineer / Department of Engineering
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov
E-Mail: psotnik@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. - Chief of Operations and Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer - Department of Engineering

CC: James Meehan, P.E. - Principal Engineer - Department of Engineering

REF: City Project STR2025-1 – Replacement of the Lexington Avenue Retaining Wall (11, 19 and 21 Snowden Street)

DATE: October 6, 2025

The Department of Operations and Public Works Engineering Division (DPW) has prepared design plans (through DeStefano & Chamberlain, Inc.) and Specifications for Project STR2025-1. This project consists of the replacement of the failing Retaining Wall along west side of Lexington Avenue. The retaining wall is on the rear (easterly side) of the properties located at 11, 19 and 21 Snowden Street along their rear frontage on Lexington Avenue.

The Bid Document Package for the Project consisted of the General Base Bid for the construction of a Cast-In-Place Retaining Wall with a stone masonry facing and Alternate 1 for the construction of a Precast Block Segmental Retaining Wall.

The Project was advertised for Public Bids on August 20, 2025. On September 18, 2025, the Purchasing Agent received and opened five (5) bid packages from various construction firms for the above referenced Project. After the apparent low bidder, Maggiore Construction, Inc. withdrew their bid, the apparent second low bidder is Colonna Concrete & Asphalt Paving LLC in the amount of $395,895.00 for the Alternate 1 Bid.

I have attached a copy of the bid results received from the five (5) bidders for your reference, including an itemized comparison of the three (3) apparent low responsive bid results and the Engineer's Estimate for your reference.

Therefore, I would like to request that the following items be included on the agenda for the October 7, 2025 meeting of the Public Works Committee of the Common Council for approval.

1a.) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Colonna Concrete & Asphalt Paving LLC for City Purchasing Department Project 4467 - Project STR2025-1 Replacement of the Lexington Avenue Retaining Wall (11, 19 and 21 Snowden Street), for the Alternate 1 Bid, for an amount not to exceed $395,895.00.

DEPARTMENT OF
ENGINEERING

City of Norwalk
Paul Sotnik, P.E.
Senior Civil Engineer / Department of Engineering
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov
E-Mail: psotnik@norwalkct.gov

1b.) Authorize the Chief of Operations and Public Works to execute orders on the Contract with Colonna Concrete & Asphalt Paving LLC for City Purchasing Department Project 4467 - Project STR2025-1 Replacement of the Lexington Avenue Retaining Wall (11, 19 and 21 Snowden Street), for the Alternate 1 Bid, for an amount not to exceed $39,589.50.

Account No's. 510000 5796 GGP01
510000 5796 GGP07

A copy of the bid information for City Purchasing Department Project 4467 - Project STR2025-1 Replacement of the Lexington Avenue Retaining Wall (11, 19 and 21 Snowden Street), can be reviewed under the Purchasing and Central Services folder by following the link below.

https://www.norwalkct.gov/DocumentCenter/Index/1773

Project Number : STR2025-1 (GENERAL BASE BID)

Project Name : REPLACEMENT OF THE LEXINGTON AVENUE RETAINING WALL (11, 19 AND 21 SNOWDEN STREET) - CAST-IN-PLACE

			Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
Items	Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0201001A	CLEARING AND GRUBBING	1	$6,000.00	$6,000.00	$65,000.00	$65,000.00	$25,000.00	$25,000.00	$5,000.00	$5,000.00
0202503A	REMOVAL OF CONCRETE CURBING	180	$8.75	$1,575.00	$1.00	$180.00	$15.00	$2,700.00	$6.00	$1,080.00
0202513A	REMOVAL OF CONCRETE SIDEWALK	850	$10.00	$8,500.00	$1.00	$850.00	$6.00	$5,100.00	$35.00	$29,750.00
0203004	STRUCTURE EXCAVATION - EARTH	465	$30.00	$13,950.00	$50.00	$23,250.00	$60.00	$27,900.00	$80.00	$37,200.00
0203306	STRUCTURE EXCAVATION - ROCK	310	$30.00	$9,300.00	$150.00	$46,500.00	$250.00	$77,500.00	$300.00	$93,000.00
0205003A	TRENCH EXCAVATION (0' - 10' DEEP)	6	$140.00	$840.00	$25.00	$150.00	$30.00	$180.00	$50.00	$300.00
0205004A	ROCK IN TRENCH EXCAVATION (0' - 10' DEEP)	4	$1,500.00	$6,000.00	$250.00	$1,000.00	$250.00	$1,000.00	$275.00	$1,100.00
0219001	SEDIMENTATION CONTROL SYSTEM	200	$3.75	$750.00	$4.00	$800.00	$6.00	$1,200.00	$5.50	$1,100.00
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	1	$250.00	$250.00	$250.00	$250.00	$150.00	$150.00	$225.00	$225.00
0302906	3/4" WASHED CRUSHED STONE	45	$100.00	$4,500.00	$80.00	$3,600.00	$60.00	$2,700.00	$45.00	$2,025.00
0507105A	CONNECTION TO EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1	$750.00	$750.00	$800.00	$800.00	$1,500.00	$1,500.00	$1,750.00	$1,750.00
0601733.41	CLASS PCC03341	75	$600.00	$45,000.00	$1,200.00	$90,000.00	$1,100.00	$82,500.00	$1,400.00	$105,000.00
0602000	DEFORMED STEEL BARS	5,000	$1.20	$6,000.00	$3.00	$15,000.00	$3.00	$15,000.00	$3.75	$18,750.00
0605201A	ASHLAR STONE MASONRY	85	$400.00	$34,000.00	$1,850.00	$157,250.00	$1,600.00	$136,000.00	$1,200.00	$102,000.00
0751452	4" PERFORATED POLYVINYL CHLORIDE PIPE	180	$5.00	$900.00	$60.00	$10,800.00	$40.00	$7,200.00	$50.00	$9,000.00
0755001	FILTER FABRIC	210	$4.50	$945.00	$10.00	$2,100.00	$2.00	$420.00	$14.00	$2,940.00
0811001A	CONCRETE CURBING	165	$18.75	$3,093.75	$65.00	$10,725.00	$50.00	$8,250.00	$52.00	$8,580.00
0921001A	CONCRETE SIDEWALK	800	$21.25	$17,000.00	$18.00	$14,400.00	$35.00	$28,000.00	$16.00	$12,800.00
0921011A	CONCRETE DRIVEWAY RAMP	120	$21.25	$2,550.00	$25.00	$3,000.00	$40.00	$4,800.00	$20.00	$2,400.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	10	$250.00	$2,500.00	$80.00	$800.00	$150.00	$1,500.00	$75.00	$750.00
0944004A	FURNISHING AND PLACING TOPSOIL	45	$131.25	$5,906.25	$10.00	$450.00	$65.00	$2,925.00	$90.00	$4,050.00
0950004	TURF ESTABLISHMENT	265	$22.00	$5,830.00	$6.00	$1,590.00	$5.00	$1,325.00	$3.50	$927.50
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	100	$100.00	$10,000.00	$10.00	$1,000.00	$75.00	$7,500.00	$85.00	$8,500.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	$12,000.00	$12,000.00	$25,000.00	$25,000.00	$55,000.00	$55,000.00	$10,000.00	$10,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	$7,232.00	$7,232.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$15,870.00	$15,870.00
0980002A	PROJECT SURVEY AND STAKEOUT	1	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00
1000000A	RELOCATION OF EXISTING UTILITIES	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
1300001A	SUPPORT OF EXISTING UTILITY POLES	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
				$258,372.00		**$542,495.00**		**$575,350.00**		**$529,097.50**

Project Number : STR2025-1 (GENERAL BASE BID)

Project Name : REPLACEMENT OF THE LEXINGTON AVENUE RETAINING WALL (11, 19 AND 21 SNOWDEN STREET) - CAST-IN-PLACE

			Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
Items	Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Apparent Low Bidder : Maggiore Construction, Inc.

Second Bidder : Colonna Concrete and Asphalt Paving, LLC

Third Bidder : B&W PAVING & LANDSCAPING LLC

DEPARTMENT OF ENGINEERING

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BID SHEET

CITY PROJECT: STR2025-1

REPLACEMENT OF THE LEXINGTON AVENUE RETAINING WALL (11,19 AND 21 SNOWDEN STREET)

DATE: THURSDAY, SEPTEMBER 18, 2025 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
B&W Paving & Landscaping, LLC 305 Butlertown Road Oakdale, CT 06370	Base: $575,350.00 Alternate 1: $405,780.00	10% United States Fire Insurance Company
Colonna Concrete & Asphalt Paving LLC 1233 Johnson Road Woodbridge, CT 06525 Alternate 1: $395,895.00	Base: ~~$546,495.00~~ Base: **$542,495.00** **(Corrected Amount - Math Error)** Alternate 1: $395,895.00	10% Employers Mutual Casualty Company
Dayton Construction Company, Inc. 146 Bunker Hill Road Watertown, CT 06795	Base: $756,245.00 Alternate 1: $526,820.00	10% Nationwide Mutual Insurance Company
Maggiore Construction, Inc. 155 Woodward Avenue Alternate 1: $193,473.00 Suite 8 Norwalk, CT 06854	Base: ~~$271,284.00~~ Base: **$258,372.00** **(Corrected Amount - Math Error)** Alternate 1: ~~$193,473.00~~ Alternate 1: **$198,430.00** **(Corrected Amount - Math Error)** **Apparent Low Bidder (Both)**	10% The Ohio Casualty Insurance Company
McNamee Construction Corporation 154 Route 202 P.O. Box 182 Lincolndale, NY 10540	Base: $1,274,000.00 Alternate 1: $1,174,000.00	10% Nationwide Mutual Insurance Company
	$	%

Project Number : STR2025-1 (ALTERNATE 1 BID)

Project Name : REPLACEMENT OF THE LEXINGTON AVENUE RETAINING WALL (11, 19 AND 21 SNOWDEN STREET) - PRECAST

			Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
Items	**Description**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
0201001A	CLEARING AND GRUBBING	1	$6,000.00	$6,000.00	$65,000.00	$65,000.00	$25,000.00	$25,000.00	$5,000.00	$5,000.00
0202503A	REMOVAL OF CONCRETE CURBING	180	$8.75	$1,575.00	$1.00	$180.00	$15.00	$2,700.00	$6.00	$1,080.00
0202513A	REMOVAL OF CONCRETE SIDEWALK	850	$10.00	$8,500.00	$1.00	$850.00	$6.00	$5,100.00	$35.00	$29,750.00
0203004	STRUCTURE EXCAVATION - EARTH	465	$30.00	$13,950.00	$50.00	$23,250.00	$60.00	$27,900.00	$80.00	$37,200.00
0203306	STRUCTURE EXCAVATION - ROCK	310	$30.00	$9,300.00	$150.00	$46,500.00	$250.00	$77,500.00	$300.00	$93,000.00
0205003A	TRENCH EXCAVATION (0' - 10' DEEP)	6	$140.00	$840.00	$25.00	$150.00	$30.00	$180.00	$50.00	$300.00
0205004A	ROCK IN TRENCH EXCAVATION (0' - 10' DEEP)	4	$1,500.00	$6,000.00	$250.00	$1,000.00	$250.00	$1,000.00	$275.00	$1,100.00
0219001	SEDIMENTATION CONTROL SYSTEM	200	$3.75	$750.00	$4.00	$800.00	$6.00	$1,200.00	$5.50	$1,100.00
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	1	$250.00	$250.00	$250.00	$250.00	$150.00	$150.00	$225.00	$225.00
0302906	3/4" WASHED CRUSHED STONE	70	$100.00	$7,000.00	$80.00	$5,600.00	$60.00	$4,200.00	$45.00	$3,150.00
0506027A	PRECAST BLOCK SEGMENTAL RETAINING WALL	1,100	$27.00	$29,700.00	$100.00	$110,000.00	$65.00	$71,500.00	$145.00	$159,500.00
0507105A	CONNECTION TO EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1	$750.00	$750.00	$800.00	$800.00	$1,500.00	$1,500.00	$1,750.00	$1,750.00
0751452	4" PERFORATED POLYVINYL CHLORIDE PIPE	180	$5.00	$900.00	$60.00	$10,800.00	$40.00	$7,200.00	$50.00	$9,000.00
0755001	FILTER FABRIC	175	$4.50	$787.50	$10.00	$1,750.00	$2.00	$350.00	$14.00	$2,450.00
0811001A	CONCRETE CURBING	165	$18.75	$3,093.75	$65.00	$10,725.00	$50.00	$8,250.00	$52.00	$8,580.00
0921001A	CONCRETE SIDEWALK	800	$21.25	$17,000.00	$18.00	$14,400.00	$35.00	$28,000.00	$16.00	$12,800.00
0921011A	CONCRETE DRIVEWAY RAMP	120	$21.25	$2,550.00	$25.00	$3,000.00	$40.00	$4,800.00	$20.00	$2,400.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	10	$250.00	$2,500.00	$80.00	$800.00	$150.00	$1,500.00	$75.00	$750.00
0944004A	FURNISHING AND PLACING TOPSOIL	45	$131.25	$5,906.25	$10.00	$450.00	$65.00	$2,925.00	$90.00	$4,050.00
0950004	TURF ESTABLISHMENT	265	$22.50	$5,962.50	$6.00	$1,590.00	$5.00	$1,325.00	$3.50	$927.50
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	100	$100.00	$10,000.00	$100.00	$10,000.00	$75.00	$7,500.00	$85.00	$8,500.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	$12,000.00	$12,000.00	$25,000.00	$25,000.00	$55,000.00	$55,000.00	$10,000.00	$10,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	$5,115.00	$5,115.00	$10,000.00	$10,000.00	$11,000.00	$11,000.00	$13,685.00	$13,685.00
0980002A	PROJECT SURVEY AND STAKEOUT	1	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$15,000.00	$15,000.00	$3,000.00	$3,000.00
1000000A	RELOCATION OF EXISTING UTILITIES	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
1300001A	SUPPORT OF EXISTING UTILITY POLES	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
				$198,430.00		**$395,895.00**		**$405,780.00**		**$454,297.50**

Apparent Low Bidder : Maggiore Construction, Inc.

Project Number : STR2025-1 (ALTERNATE 1 BID)

Project Name : REPLACEMENT OF THE LEXINGTON AVENUE RETAINING WALL (11, 19 AND 21 SNOWDEN STREET) - PRECAST

			Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
Items	**Description**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**

Second Bidder : Colonna Concrete and Asphalt Paving, LLC

Third Bidder : B&W PAVING & LANDSCAPING, LLC

Maggiore Construction Inc.

Paul L. Sotnik, P. E.
Senior Civil Engineer
Dept. of Public Works
125 East Avenue
Norwalk, CT 06851

October 6, 2025

Re: Lexington Ave Retaining Wall
Project # 4467

We have carefully reviewed the Lexington Avenue project and find that we will be withdrawing our bid and will not be moving forward with your contract. We find the itemized unit prices work to our disadvantage in the scope of work. On each issue that we brought to your attention we were ruled against.

It is for these reasons that we withdraw our bid.

Sincerely,

Anthony Maggiore

155 Woodward Ave. Suite 8 - Norwalk, CT 06854 - (203) 853-0042 - www.maggioreconstruction.com

Contract Staff Summary

Department/Staff Contact	TMP Benjamin Yeung x47335
Common Council Committee	Public Works Committee
Date Approved by Committee	
Purpose/Scope	Temporary Construction Easement over a portion of 779 and 789 Connecticut Avenue for the purpose of constructing a public sidewalk in the City's right-of-way along Connecticut Avenue
Vendor (Indicate if new or existing vendor)	Easement between City of Norwalk / Costco
Term of Contract	
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	
Additional Information/Other Details	

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

TO: Public Works Committee of the Common Council

FROM: Benjamin Yeung, P.E. – Senior Traffic Engineer, TMP

CC: James Travers – Director, TMP
Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

REF: October 7, 2025 Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to execute any and all agreements and other documents necessary to accept a temporary construction easement over a portion of 779 and 789 Connecticut Ave. for purposes of and as may be necessary for constructing a public sidewalk in the City's right of way along Connecticut Ave.

DATE: October 7, 2025

The Department of Transportation, Mobility, and Parking, requests that the following item to be added on the agenda for the for the October 7, 2025 meeting of the Public Works Committee.

REQUESTED ACTION: Authorize the Mayor, Harry W. Rilling, to execute any and all agreements and other documents necessary to accept a temporary construction easement over a portion of 779 and 789 Connecticut Ave. for purposes of and as may be necessary for constructing a public sidewalk in the City's right of way along Connecticut Ave.

Certificate of Special Permit #2023-69 SPU was issued by the Planning and Zoning Commission of the City of Norwalk for the Applicant, Costco Wholesale Corporation ("Costco"), on February 21, 2024, and again with modifications on February 10, 2025. Condition #12 of this approval requires, *"That the applicant provide an easement for the future construction and possible location of a sidewalk from the secondary entrance, formerly the hotel site, exceeding to the end of their property, include a potential pedestrian bridge across the Five Mile River…"*

This stretch of frontage along Connecticut Avenue (Route 1) is one of a few gaps remaining to complete a continuous sidewalk network along both sides of Route 1. The City of Norwalk Transportation, Mobility, and Parking Department (TMP) is currently working with WestCOG on the Route 1 Corridor Master Plan Study for Connecticut Avenue & Van Buren Avenue, which aims to provide short-term and long-term recommendations for

transportation and infrastructure improvements along this key commercial roadway. One of the issues highlighted in the Existing Conditions Technical Memorandum was this gap in the sidewalk network at the Five Mile River. TMP expects that closing the sidewalk gap at this location will be a recommendation of the final report.

Costco is willing to grant a temporary, non-exclusive, 10-foot wide easement to the City of Norwalk along the Connecticut Avenue (Route 1) frontage of the property, between the recently completed Lower Level driveway to the site and the western boundary of the property. This easement would serve the purposes of: (a) Constructing a sidewalk and related site work; (b) Allowing workers and equipment necessary to the construction of the Project to cross and recross the Easement Area; and (c) all other uses necessary and/or incidental to constructing the Project and related appurtenances.

The easement is temporary and not permanent, which City staff deemed to be acceptable after concluding from initial feasibility investigations that a sidewalk and possible pedestrian bridge over the Five Mile River would be very unlikely to be located more than 20 feet from the existing southern curb along Connecticut Avenue (Route 1). However, the temporary easement is still important, since related site work and/or construction staging/storage beyond the limits of the sidewalk may be necessary.

Although TMP has the desire to build the sidewalk and complete this important pedestrian connection, there is no set timeline yet for design and construction of the sidewalk. Nonetheless, City staff believe it is important to secure this temporary construction easement with Costco now, while there is momentum towards completing their Special Permit Conditions.

Sincerely,

Benjamin Yeung

Benjamin Yeung, P.E., Senior Traffic Engineer – TMP

W:\Roads\StateRoads\1\Connecticut Ave\DevelopmentReview\779 Connecticut Avenue (Costco)\Plans&Documents\20250904 Easement\20251007_779CtAv(Costco)_FutureSidewalkEasement_PWC-Agenda-Memo.docx

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Easement"), dated as of the _____ day of _____, 2025, is entered into by and between **COSTCO WHOLESALE CORPORATION**, a corporation organized and existing under the laws of the State of Washington with a business address of 730 Lake Drive, Issaquah, Washington 98027, the ("Grantor"), and the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, with a principal address at 125 East Avenue, Norwalk, Connecticut 006851, ("Grantee").

WHEREAS, Grantor is the owner in fee simple of certain real property located at 779 and 789 Connecticut Avenue, Norwalk, Connecticut, more particularly described in Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, a condition of a Certificate of Special Permit issued by the City of Norwalk Planning & Zoning Commission on February 21, 2024 to Grantor requires that Grantor "provide an easement for the future construction and possible location of a sidewalk from the secondary entrance, formerly the hotel site, exceeding to the end of their property, including a potential pedestrian bridge across the Five Mile River" (the "Condition"); and

WHEREAS, the Grantor is willing to grant a temporary, non-exclusive easement to the Grantee over a portion of the Grantor's Property for the purpose constructing and maintaining said sidewalk within a portion of the Grantee's right of way along Connecticut Avenue (the "Project"), as shown in that certain map entitled as "Temporary Sidewalk Construction Easement" dated August 4, 2025 and prepared by BL Companies (the "Easement Map"), said easement identified therein as "10' Wide Temporary Construction Easement to the City of Norwalk," a copy of said Easement Map being attached hereto as Exhibit B and made a part hereof; and

WHEREAS, in satisfaction of the Condition, Grantor and Grantee desire that Grantor should grant to Grantee certain easements hereinafter set forth over the portions of the Grantor's Property described herein.

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, and in consideration of the mutual promises herein made, the parties hereby agree as follows:

1. Easement. Grantor does hereby give grant, bargain, sell, convey and confirm unto Grantee, the temporary, non-exclusive easement (the "Easement") upon, over, under and upon the certain area of the Grantor's Property identified in the Easement Map as 10' Wide Temporary Construction Easement to the City of Norwalk (the "Easement Area") for the purposes of: (a) Constructing the Project and related site work; (b) Allowing workers and equipment necessary to the construction of the Project to cross and recross the Easement Area; and (c) all other uses necessary and/or incidental to constructing the Project and related appurtenances.

2. Term. This Easement shall commence upon the date first written above and shall terminate automatically, without need for execution or recording of a release or termination agreement to confirm the date of termination, upon the completion of the Project.

3. Additional Requirements. Grantee shall use commercially reasonable efforts to ensure all work to be performed hereunder is completed in a good, workmanlike, expeditious and lien-free manner, and in accordance with all applicable laws and codes.

4. Restoration of Premises. Upon the expiration of this Easement, Grantee shall remove all equipment and materials from the Easement Area and Grantee shall restore any portion of the Easement Area disturbed in connection with or arising out of the exercise of Grantee's rights hereunder, as close as is reasonably possible, to the condition it was in prior to Grantee's entry.

5. Indemnification.

   A. Grantee covenants at all times to indemnify and save harmless Grantor from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, reasonable attorneys' and other professional fees and expenses (collectively, "**Indemnified Liabilities**"), in connection with loss of life, personal injury and/or damage to the Easement Area arising solely from the use of the Easement Area by Grantee, its contractors, subcontractors or other designees pursuant to this Easement, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of Grantor and/or its successors, assigns, tenants, contractors, occupants, licensees, employees, agents and invitees.

   B. Grantor covenants at all times to indemnify and save harmless Grantee from and against any and all Indemnified Liabilities in connection with loss of life, personal injury and/or damage to the Property arising solely from the use of the Property by Grantor, its successors, assigns, tenants, contractors, occupants, licensees, employees, agents and invitees, except to the extent such Indemnified Liabilities arise out of, relate to or result from the gross negligence or willful misconduct of Grantee and/or its successors, assigns, tenants, contractors, occupants, licensees, employees, agents and invitees.

6. Insurance. At all times during the term hereof, each party hereto shall procure, at its sole cost and expense, workers' compensation, public liability and property damage insurance against all claims for personal injury, death or property damage resulting from or in connection with the rights and obligations of the respective parties under this Easement. Each party's insurance shall name the other party as an additional insured and shall afford protection in the following amounts:

   A. Not less than One Million Dollars ($1,000,000.00) for bodily injury or death to a single person; and

B. Not less than Two Million Dollars ($2,000,000.00) for injury or death as a result of any one (1) occurrence.

7. Connecticut Law. This Easement shall be construed in accordance with, and governed by, the laws of the State of Connecticut without regard to principles of conflicts of laws.

8. Compliance with Law. Grantee shall comply with all applicable laws in connection with the exercise of its rights hereunder.

9. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle Grantor or Grantee to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which Grantor or Grantee may have by reason of any breach of this Agreement.

10. Entire Agreement; Recitals, Definitions and Exhibits. This Easement, together with all Exhibits attached hereto, contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties which are not contained and embodied in this Easement (including said Exhibits) shall be of any force or effect. All Exhibits attached to and recitals contained in this Easement are hereby incorporated herein and shall be deemed to be a portion of the enforceable provisions hereof as if restated within the body of this Easement.

11. Severability. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

12. No Construction Covenant. Notwithstanding anything to the contrary contained herein, no provision of this Easement shall be construed to contain a covenant, express or implied, by Grantee to construct the Project. The foregoing shall not be deemed to modify any existing agreements between the parties.

13. Authority. Grantor hereby covenants with Grantee that Grantor is lawfully seized and in possession of Grantor's Property and that it has good right to grant the aforesaid easement and right of way free and clear of mortgages and other encumbrances. Grantor and Grantee each represents and warrants that it has the right, power and authority to execute and deliver this Easement, and this Easement has been duly authorized, executed and delivered by it and is a valid and binding obligation of it enforceable against it in accordance with the terms hereof.

14. [Intentionally omitted]

15. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. Amendments. This Easement may not be amended, modified, supplemented, changed or terminated except by the written and recorded agreement of the parties.

17. No Waiver. Any waiver or failure to enforce any provision of this Easement in a particular situation shall not be a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation or of any other provision of this Easement. The failure of any party to enforce any provision herein contained shall in no event be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

18. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of and be enforceable by the successors (including successors in title) and assigns of the parties hereto. The easement rights granted herein also shall benefit the agents, employees, contractors, subcontractors, designees, licensees and invitees of Grantee.

[*Signatures follow on next page*]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

Witnesses' signatures:

_____

_____

COSTCO WHOLESALE CORPORATION

BY _____
Mark Marchisano
Director of Development
_____, 2025

STATE OF

ss.

COUNTY OF

_____, 2025

Before me, the undersigned officer, personally appeared, Mark Marchisano, who acknowledged himself to be the Director of Development of COSTCO WHOLESALE CORPORATION, and that as such and being authorized to do so, executed the foregoing instruction for the purposes therein contained.

_____
Notary Public
My Commission Expires:

4926-8818-1862, v. 3

VOL 7840 PG 293

Norwalk Planning & Zoning Commission

125 East Avenue
Norwalk, Connecticut

CERTIFICATE OF SPECIAL PERMIT

#2023-69 SPU – Costco – 779-789 CT Ave. – Special Permit

Town Clerk's No. _____

I, Galen Wells, Chairwoman of the Norwalk Planning & Zoning Commission, do hereby certify that at a regular meeting of the Planning & Zoning Commission on February 21, 2024, the Commission approved the following application with conditions:

#2023-69 SPU – Costco – 779-789 CT Ave. – Special Permit

Property Owner:	Costco Wholesale Corporation
Property Address:	779 & 789 Connecticut Avenue
District/Block/Lot:	5/71/3 & 13

WHEREAS, on February 21, 2024, the Planning & Zoning Commission of the City of Norwalk ("Commission") approved with conditions the application for special permit #2023-69 SPU filed by Costco Wholesale Corporation ("Costco") in connection with the properties located at 779-789 Connecticut Avenue ("Approval");

WHEREAS, on March 12, 2024, Costco filed an appeal challenging certain conditions of approval set forth in the Appeal in an action entitled "Costco Wholesale Corporation v. Planning and Zoning Commission of the City of Norwalk, Superior Court, judicial district of Stamford/Norwalk, Docket No. FST-CV24-6066457-S";

WHEREAS, Costco and the Commission have reached an agreement that will result in the termination of the aforementioned appeal (the "Settlement"); and

WHEREAS, as part of the Settlement, the Commission has agreed to modify the Approval as set forth herein.

Now, **THEREFORE BE IT RESOLVED** by the Norwalk Planning & Zoning Commission, that application #2023-69 SPU – Costco – 779-789 CT Ave. – Special Permit be **APPROVED,** subject to the following conditions:

1. That a surety (in an amount to be determined by staff) be submitted to guarantee the installation of the required erosion and sediment controls prior to the filing of the Special Permit on the Land Records; and
2. That a special permit certificate and mylar of the approved Site Plan (as revised by any conditions of approval) be filed on the Norwalk Land Records prior to the issuance of a zoning permit; and
3. That a consolidation map be filed on the land records prior to obtaining a zoning permit; and
4. That any outstanding City agency signoffs shall be submitted to staff prior to the issuance of a zoning permit; and
5. That a copy of the permit issued by the Office of the State Traffic Administration (OSTA) be submitted prior to the issuance of a zoning permit and that any modifications to the approved plan, including changes requested by OSTA, be submitted for review by the Commission; and
6. That any sidewalks provide a minimum of 5'clearance from any obstruction; and
7. That protected pedestrian access is maintained between the primary entrance from Connecticut Avenue to the entrance of the building; and
8. That all soil and erosion controls be installed and maintained prior to the start of any construction or site work; that silt sacks be installed in all existing and proposed catch basins, and that additional controls be installed at the direction of the Commission's staff, as needed; and
9. That to the greatest extent possible, all existing landscaping shall be retained; and
10. That all utilities associated with the new tire center building shall be buried underground in compliance with all applicable utility agency standards. If it is determined to be impossible to bury the utility, based on a written determination from the utility company, any above-ground, ground-mounted utilities shall be located to the side or rear of the building and screened from view from the street; and
11. That the secondary entrance, formerly the hotel site, shall be right-in and right-out only and shall be constructed such that entering or exiting vehicles are naturally deterred from making a left turn when entering into or exiting from that location, with a design that shall be subject to City of Norwalk Transportation, Mobility, and Parking Department review and approval; and
12. That the applicant provide an easement for the future construction and possible location of a sidewalk from the secondary entrance, formerly the hotel site, exceeding to the end of their property, including a potential pedestrian bridge across the Five Mile River; and
13. That the applicant shall perform the modifications agreed to within the response from BL Companies, dated February 2, 2024; and

14. That any modifications to the approved plans shall be reviewed and approved by City Staff prior to implementing; and

15. That a Connecticut licensed engineer certify that all of the required improvements, including any required off-site improvements, were installed to City standards; and

Engineers Cert

16. That a surety be submitted, in an amount to be determined by Staff, to guarantee the completion and maintenance of the site plan and any and all modifications to the plan and all work required as a condition of approval under this special permit, prior to the issuance of a Certificate of Zoning Compliance; and

17. Should any building or parking deck façade material become damaged or deteriorated, the applicant and future owners shall repair the damage or deterioration within thirty (30) days' notice from the City; and

18. That all signage comply with the applicable Zoning Regulations; and

19. The building and site will be developed in accordance with the Local Land Development Permit Plans, Costco Wholesale, 779 Connecticut Avenue, Norwalk, CT, dated August 31, 2023, revised to January 4, 2024.

20. That, prior to the issuance of a Certificate of Zoning Compliance, the applicant shall pay to the City $100,000, to be held in escrow, for the installation of fiber optic cables to facilitate adaptive signalization along this section of the corridor as outlined in the memorandum prepared by Benjamin Yeung, P.E., Senior Traffic Engineer, dated January 11, 2024. If the City has not commenced work on the installation of such fiber optic cables within five (5) years of its receipt of the payment, the $100,000 payment shall be returned to Costco.

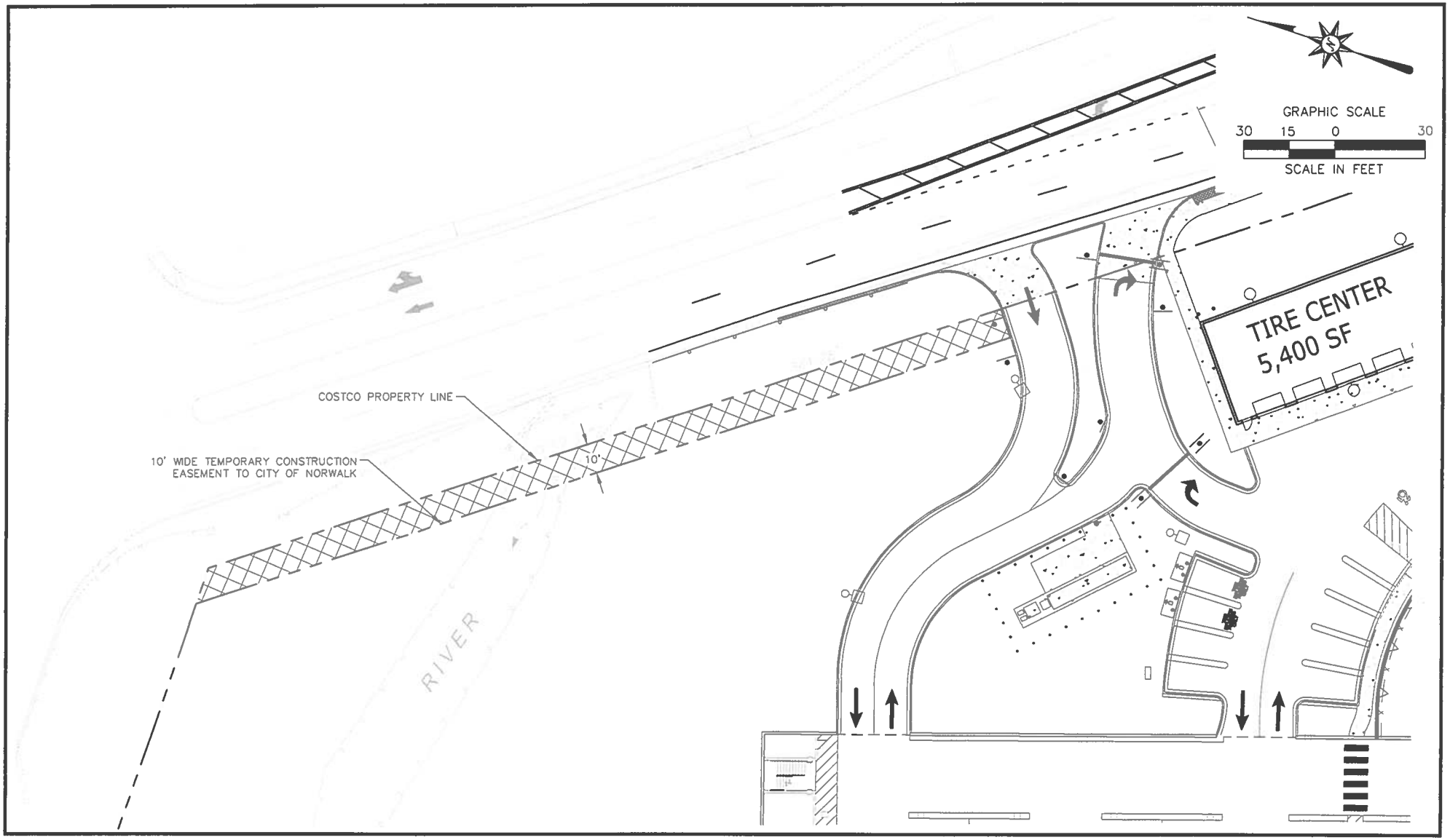
Confirm Solar

21. That the applicant shall install a clean energy microgrid consisting of solar panels and battery energy storage system with a minimum electrical capacity of 325 kVA. The new solar panels shall be installed in one or more solar canopy structures and located in the extended parking deck in the general area as depicted in the rendering entitled "NORWALK PRELIMINARY SITE ASSESSMENT, UPPER DECK OPTION A." Prior to obtaining a Zoning Permit, the applicant shall submit a site plan depicting the solar structure(s) in the general area shown in the aforementioned rendering and Staff shall approve such site plan provided that the proposed solar and battery energy storage system has a minimum electrical capacity of 325 kVA.

BE IT FURTHER RESOLVED that the effective date of this action be March 1, 2024.

EXECUTED AT NORWALK, CONNECTICUT THIS 10th **DAY OF** February**, 2025.**

Galen Wells, Chairwoman
Norwalk Planning & Zoning Commission



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING
Companies

TEMPORARY SIDEWALK CONSTRUCTION EASEMENT

779 CONNECTICUT AVENUE
NORWALK, CONNECTICUT

Designed	E.P.Z.
Drawn	E.P.Z.
Reviewed	J.A.B.
Scale	1"= 30'
Project No.	2100207
Date	06/16/2025
CAD File	EXH210020701-EXHIBIT A-Easement

EXHIBIT A

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

Fibre Optic Plus, LLC
Proposer's Name

585 Nutmeg Road North
Street Address

South Windsor,	CT	06074
City	State	Zip

Business Telephone: 860-646-3581

Email Address: dball@fibreopticplus.com

Don Ballsieper / Managing Member
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.

D. Ell Bll	09/09/2025
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:

CITY OF NORWALK
PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Fibre Optic Plus, LLC		
Address - 585 Nutmeg Road North, South Windsor, 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: Don Ballsieper	**Signature:**
Authorized Agent of Company (Name & Title): Managing Member	
	Date: 09/09/2025

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):

N/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 On Call 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	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	N/A Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No

7. 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	

08052025

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: 60 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.

. **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@fibreopticplus.com and emangiafico@fibreopticplus.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	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Arbella Protection Insurance Company	41360
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	X COMMERCIAL GENERAL LIABILITY	Y	Y	02UUNAX8G0K	11/12/2024	11/12/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			1020049260	11/12/2024	11/12/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
B	X UMBRELLA LIAB X OCCUR			02RHUAZ0JEZ	11/12/2024	11/12/2025	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			02WEAB1TJ6	11/12/2024	11/12/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

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

CANCELLATION

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

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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	Description
TELECOMMUNICATIONS SYSTEMS	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 **Telephone:** 860-646-3581 Ext: **FAX:** 860-282-0424

E-Mail: dball@fibreopticplus.com **Web Address:**

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

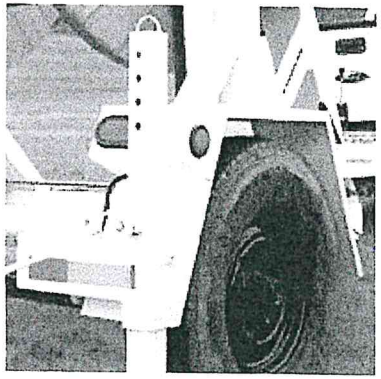
Meg Yetishefsky

Supplier Diversity Director

Natalie Dilworth

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, IBN/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: **DATE, TIME, AND LOCATION OF WALKTHROUGH**	**YES ( ) NO (X)** **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 Conners, Purchasing Agent at sconners@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.

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

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:

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

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

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

7. 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:

Business Name	
Address	
City. State & Zip	
Name of Agent	

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:**

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.

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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 1. High, Level1:
- 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 (0S2)

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/Indigious 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 tin 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

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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.

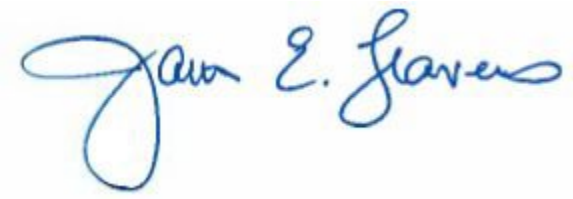
Firms will be selected for individual projects through a "Mini-RFP" process, which was previously set up in coordination with the City of Norwalk's Purchasing Department. Once TMP creates a Task Order for a specific project, it will be posted on Euna Procurement platform (formerly Bonfire).

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.



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 contact 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

Commented [br1]: pinning to change to RFQ

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:

Commented [br2]: pinning for rfq

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!

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

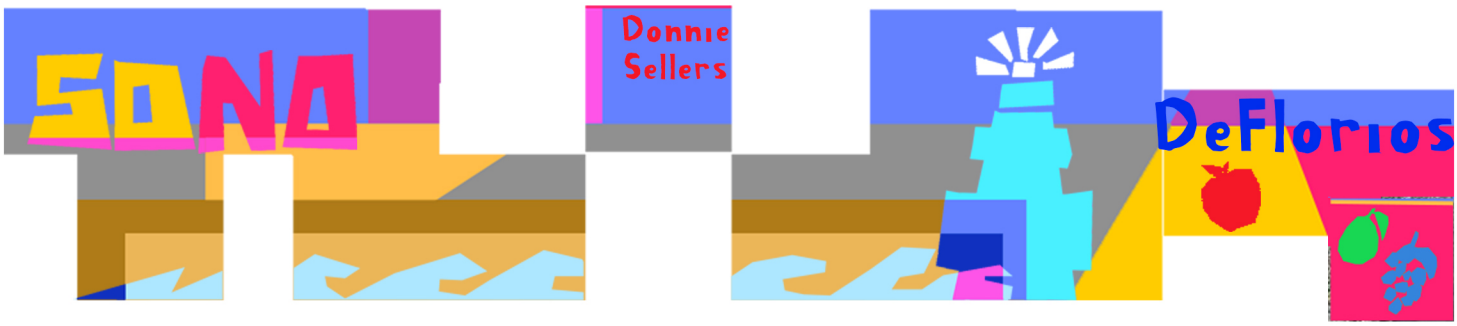
Bracket fabrication for panel hanging 30-35 set ups…….,,,$2,000.00

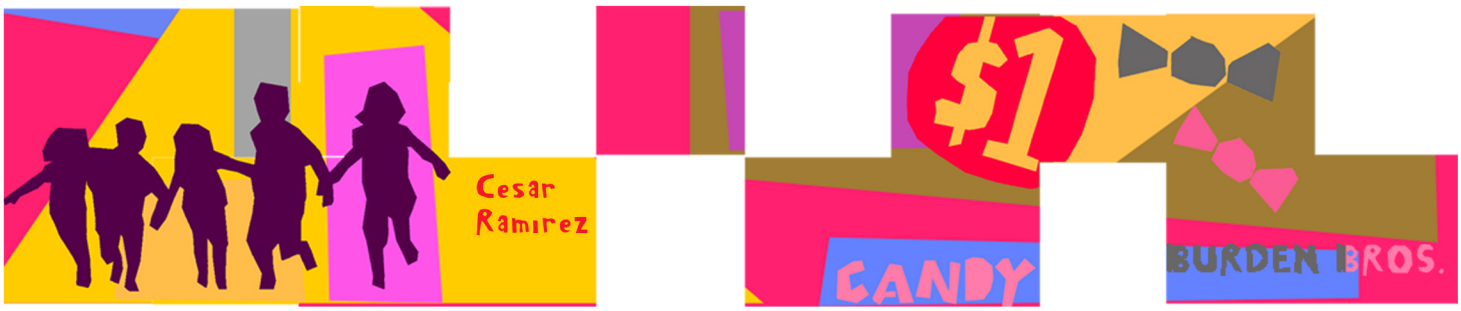
Project assistant budget……..…$5 - $8,000.00

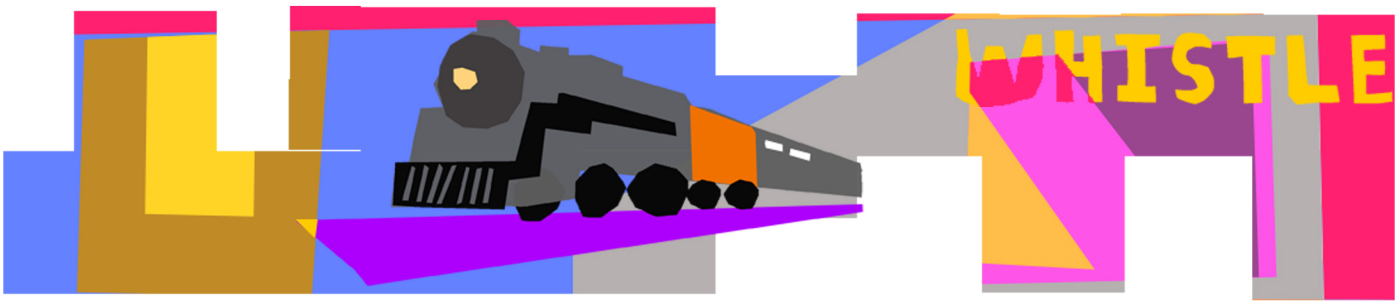
Lead Artist fee……$50,000.00

JAHMANE: Fabric of the City - Ely Avenue Mural Installation

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







SHERWIN WILLIAMS EXTERIOR PAINT

SW 6258 **Tricorn Black** View Details	1 GALLON
SW 9049 **Sky Fall** View Details	3 GALLONS
SW 6966 **Blueblood** View Details	3 GALLONS
SW 6890 **Osage Orange** View Details	3 GALLONS
SW 6885 **Knockout Orange** View Details	3 GALLONS
SW 6585 **Coming up Roses** View Details	3 GALLONS
SW 6255 **Morning Fog** View Details	3 GALLONS
SW 6840 **Exuberant Pink** View Details	2 GALLONS
SW 9106 **El Caramelo** View Details	2 GALLONS
SW 6374 **Torchlight** View Details	3 GALLONS
SW 6905 **Goldfinch** View Details	3 GALLONS

MONTANA GOLD SPRAY PAINT

G7270 **Basalt** Get more Information	6 CANS
G7250 **Asphalt** Get more Information	6 CANS
G5030 **Bermuda** Get more Information	6 CANS
G4170 **Blue Velvet** Get more Information	6 CANS
G2080 **Pure Orange** Get more Information	6 CANS
SHOCK 4010 **Pink** Get more Information	6 CANS
SHOCK 6000 **Green Light** Get more Information	3 CANS
G1020 **Citrus** Get more Information	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

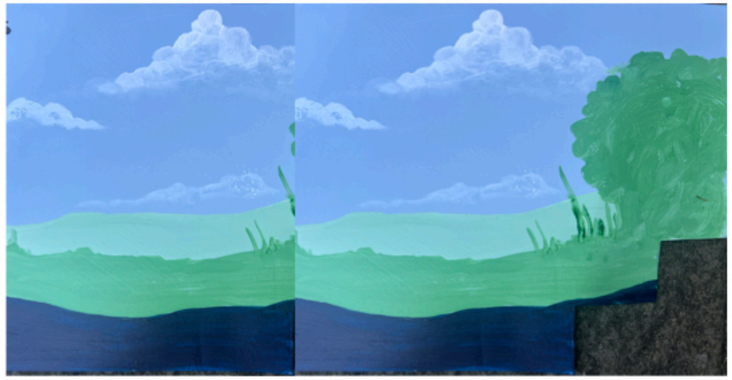
Featuring Historical Buildings of Norwalk, townscape scenes in parks, beach, business district, seascapes.

“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 monochromic 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

Washington St

Top Corner (next to bridge)
21’



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