

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

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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 idxon@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. Special Meeting: November 17, 2025**
- III. PUBLIC PARTICIPATION**
- IV. MAYOR**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - B. MAYOR'S REMARKS**
- V. COUNCIL PRESIDENT**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - B. CONSENT CALENDAR**
- VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS**

A. CORPORATION COUNSEL

1. Executive Session:

Discussion concerning potential settlement of pending lawsuit titled, City of Norwalk v. 587 CT Ave, LLC, et al., Docket No. FST-CV-23-5029503-S.

VII. CITY COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Appropriate \$1,000,000 of the Municipal Grant in Aid for design, engineering, and construction services related to pedestrian improvements / sidewalk connections.

B. ORDINANCE

1. Approve the new ordinance: Use of School Bus Violations Enforcement Systems
2. Approve changes to Chapter 68 (Noise), Sections 68-1, 68-2, 68-3, 68-4, 68-5, 68-6, 68-7, 68-8, 68-9, 68-10, 68-11, 68-12, 68-13, 68-14 and 68-15

C. PUBLIC SAFETY AND GENERAL GOVERNMENT

1.
 - a. Authorize Mayor Harry W. Rilling to execute cloud renewal access with the Traffic Logix Corp. for continued use of the current hardware, software, and interface with cloud access and data retrieval beginning October 1, 2025 and ending September 30, 2028.
 - b. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to Traffic Logix Corp. utilizing JAG Grant account #G0070 based on the availability of funds not to exceed \$2367.00.
 - c. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to Traffic Logix Corp. utilizing NPD account # 0130265258 based on the availability of funds not to exceed \$933.00.

D. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with MaintStar, for Project #4435 – Community Development Software & Services, for an amount not to exceed \$500,000.00 to implement a new online permitting and licensing system.

ACCT: 0926-3710-5777-C0731

2. Authorize the Mayor, Harry W. Rilling, to increase the contract with ARC Document Solutions for an amount of \$2,495 to include GIS customization and a Public Access module.

ACCT: 011370-5742

3. Authorize the Director of Transportation, Mobility, and Parking to amend the agreement with NYCONN Corporation for Traffic On-Call Services for an amount not to exceed \$175,000.00.

ACCTS: 0923-4120-5777-C0232
0925-3750-5777-C0232

4. Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the Connecticut Department of Transportation (CT DOT) to accept grant funding under the Community Connectivity Grant Program.

E. LAND USE AND BUILDING MANAGEMENT

1. Approve the proposed naming of a room in the Norwalk Library to be "The Norwalk History Room/Established by Ralph C. Bloom, 1972"
2. a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Hertz Furniture Systems, LLC for the student locker replacement at Nathan Hale Middle School & Ponus Ridge STEAM Academy for a total not exceed \$460,000.00. Funds are available in Acct. 09255010 5777 CO722 and Acct. 09265010 5777 CO722.

b. Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$46,000.00. Funds are available in Acct. 09265010 5777 CO722.
3. TECHNICAL CORRECTION: of City Council action on November 17, 2025, Item VII, D, 8a & 8b by correcting the typo in the GMP amount to properly reflect the actual bid amount. New action to read as follows:

Authorize the Mayor, Harry W. Rilling, to execute the Guaranteed Maximum Price (GMP) Amendment with Newfield Construction Group, LLC for the Marvin Elementary School HVAC improvement project in the amount of \$3,086,483.00. Funds are available in Acct. #09245010 5777 C0841.

Authorize the Office of Building Management to issue Change Order on Contract for a total not to exceed \$308,648.00. Funds are available in Acct. #09245010 5777 C0841.

F. PUBLIC WORKS

1. Authorize the acceptance of a sidewalk easement in favor of the City at 467 Connecticut Avenue.
2. a. Authorize Mayor Harry W. Rilling to execute the Second 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,

for an amount not to exceed \$525,000.00
Account No. 03 00 00 2602

b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with Burns Construction Company, Inc., for Project PM2024-2 Permanent Pavement Repairs and Surface Restoration, for an amount not to exceed \$52,500.00.
Account No. 03 00 00 2602

3. Authorize the Mayor, Harry W. Rilling, to execute a Third Amendment to the April 12, 2021, agreement for household hazardous waste collection between the City of Norwalk and Clean Harbors Environmental Services Inc. Project 4079 for an amount not to exceed \$68.86 per household and \$41.20 per ½ household.
Account No. 01 40 42 5258
4. Authorize the purchasing agent to issue a purchase order with Morton Salt Inc. (state contract# 24PSX0150) for road salt for a sum not to exceed \$81.24/ton for the 2025-26 winter season.
Account No. 580000 5796 AID03
5. Authorize the purchasing agent to issue a purchase order with Cargill, Inc. (state contract# 24PSX0150) for road salt for a sum not to exceed \$81.24/ton for the 2025-26 winter season.
Account No. 580000 5796 AID03
6. Authorize the Mayor, Harry W. Rilling, to execute a 3rd Amendment to the July 20th, 2023 Agreement between the City of Norwalk and CDM Smith Inc., for Project Nos. 4240 and 4240A, DRG2023-2 Engineering Design Services for Municipal Separate Storm Sewer Systems, for a sum not to exceed \$232,580.00.
Account No. 09 19 4027 5777 C0425
09 24 4027 5777 C0425
09 25 4027 5777 C0425
09 26 4027 5777 C0425
09 24 4021 5777 C0440
09 25 4021 5777 C0440
7. Authorize the Mayor to execute Bettswood Road and Barbara Drive Drainage Improvements and Sewer Separation Grant and any and all other agreements and other documents necessary to effectuate the grant.

VIII. RESOLUTIONS FROM CITY COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

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

I. ROLL CALL

The meeting was called to order at 7:32 p.m. by Mayor Harry Rilling & the Pledge of Allegiance to the Flag was recited. Roll call was taken by Ms. Irene Dixon, City Clerk. Twelve members were present, constituting a quorum.

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: October 28, 2025

**** MS. YOUNG MOVED TO APPROVE THE MINUTES OF THE OCTOBER 28, 2025, REGULAR MEETING.
** THE MOTION PASSED UNANIMOUSLY.**

The minutes were approved as presented and there were no corrections, deletions, or omissions.

III. PUBLIC PARTICIPATION

Ms. Cece addressed the Council regarding Item VII.C.1. She voiced that the item was brought forward without a committee vote, noting that the Economic and Community Development Committee did not review the final version in public and that it advanced at the discretion of the committee chair. She further noted that there is no deadline to join the program, that only 26 of 169 Connecticut municipalities have joined after a year, and that one public hearing is insufficient for a change of this magnitude. She expressed concern that the resolution grants substantial authority to the Mayor without guardrails or further Council approval, allows the creation of development districts without specifying location or size, and does not include affordable housing or income protections. She recommended tabling the item and returning it to committee for full public review and negotiation of affordability requirements.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

None.

B. MAYOR'S REMARKS

Mayor Harry W. Rilling congratulated Town Clerk Rick McQuaid, Democratic Registrar Stuart Wells, Republican Registrar Christopher Piecuch, and all poll workers and volunteers for their outstanding work in achieving the highest voter turnout in decades during the recent municipal election. Mayor Rilling congratulated newly elected Mayor Barbara Smyth and all re-elected Council members and Board of Education members. Mayor Rilling thanked outgoing Council members Mr. Doug Sutton (District D), Ms. Dunn (District D), Ms. Lisa Shanahan (District E), and Ms. Nora Niedzielski-Eichner (At Large) for their dedicated service to the city. He announced upcoming holiday events including Pancake Breakfast with Frosty on December 6, 2025, from 8:30 a.m. to 10:00 a.m. at City Hall, the City Hall Tree Lighting Ceremony on December 5, 2025, at 6:30 p.m., and the fourth annual Holiday Extravaganza at 50 Washington Street featuring Santa rappelling down the building. He lastly encouraged residents to sponsor families for Thanksgiving to help those facing food insecurity and wished everyone a happy, healthy, and peaceful Thanksgiving.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

None.

B. CONSENT CALENDAR

Ms. Smyth announced that the November 25, 2025, Common Council meeting is canceled and that the final meeting of the current Council term will be December 9, 2025.

Mr. Goldstein presented the consent calendar as follows:

VII. CITY COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Veteran's Park and immediate surrounding grounds by Norwalk Seaport for their Oyster Festival to be held on Friday, September 11th, 2026 from 6:00 P.M. to 11:00 P.M., Saturday, September 12th 2026 from 11:00 A.M. to 11:00 P.M. and Sunday, September 13th 2026 from 11:00 A.M. to 8:00 P.M. Set-up time by 8:00 A.M. August 14th with tear-down by September 30th, 10:00 P.M. Approximately 35,000 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 Holiday Party to be held on Sunday, December 21st, 2025 from 10:00 A.M. to 2:00 P.M. Approximately 70 people.
3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Brien McMahon High School and immediate surrounding grounds by Club Connecticut for

their Boston Buildup 10k to be held on Sunday, January 4th, 2026 from 9:00 A.M. to 10:00 A.M. Approximately 125 people.

4. Authorize the Purchasing Agent to issue a sole source purchase order to ME Obrien and Sons, for playground equipment and installation at Fox Run School, in an amount not to exceed \$154,805.92, from accounts 0926 6030 5777 C0364, 014150 5585.
5. Authorize the purchasing agent to issue a sole source purchase order to Spring City for the purchase of 50 LED light pole fixtures in an amount not to exceed \$279,800 from account 0926 6030 5777 C0365. These poles will replace existing poles and fixtures at Calf Pasture beach.
7. Authorize the Director of Recreation and Parks to issue change orders, in an amount not to exceed \$41,515, with Greenway Property Services, for grant project #4463R, Norwalk Urban Trails Projects, from accounts 0924 6030 5799 C0846, 0926 6030 5777 C0588, and 0925 6030 5777 C0588.

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Technical correction to action item approved during October 14 Common Council meeting

Technical Correction Section: In accordance with Section 3, Compensation, Paragraph A, of the Agreement, the annual compensation limit should have been increased in years 2 and 3 of the term to coincide with the agreed hourly rates. Year one (1) not to exceed amount of \$388,000. Year two (2) not to exceed \$400,000. Year three (3) not to exceed amount of \$412,000.

The Norwalk Police Department is requesting a technical correction to the Compensation Paragraph A, with All City Management Services for public crossing guard services to remain at an hourly rate of \$41.06 with the annual sum not to exceed amount of \$412,000. Funding is currently available for 2025/2026 fiscal year in account #013026-5258.

We are requesting the following authorization:

- 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 \$412,000 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 \$412,000 per year from account #013026-5258.

C. ECONOMIC AND COMMUNITY DEVELOPMENT

2. Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract with Colonna Concrete for the Hospital Hill Village Safety Enhancement Project for a sum not to exceed \$160,000 to complete the above referenced projects and create project limits that better align with future paving. Account Number: 0926-3750-5777-C0649

D. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Purchasing Agent to issue a Purchase Order to Ring's End Inc. as the sole source provider for the purchase of the replacement doors and hardware for the Norwalk Concert Hall for a total not to exceed \$89,640.00. Funds are available from the following accounts 0923/25 5777 C0439, 0920/21/23 5777 C0536.
2. Authorize Mayor Harry W. Rilling to execute an amended license agreement with The Fairfield County Makers' Guild for the use of an additional 528 sq. ft. at 3 Belden Avenue, at a licensing fee of \$4.50 per square foot, for a revised rental payment of \$5,940 per year or \$1,485 per quarter.
3. RESOLVED, that the Norwalk Land Use & Building Management Committee is hereby established as the building committee with regard to the Columbus School at 46 Concord Underground Storage Tank Removal Project.

RESOLVED, that the Norwalk Common Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Columbus School at 46 Concord Underground Storage Tank Removal Project.

RESOLVED, that the City of Norwalk Common Council authorizes the City of Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the Columbus School at 46 Concord Underground Oil Tank Removal Project.

4. RESOLVED, that the Norwalk Land Use & Building Management Committee is hereby established as the building committee with regard to the Nathan Hale Middle School, Asbestos Abatement Project.

RESOLVED, that the Norwalk Common Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Nathan Hale Middle School, Asbestos Abatement project.

RESOLVED, that the City of Norwalk Common Council authorizes the City of Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the Nathan Hale Middle School, Asbestos Abatement project.

5. a. Authorize the Purchasing Agent to issue a Purchase Order to Red Thread for \$377,540.44 plus a contingency in the amount of \$8,000.00 for the purpose of providing FF&E for the Norwalk Community Recreation Center. Account #09256030 5777 C0719, 09247100 5779 G0050

b. Authorize the Purchasing Agent to execute a Purchase Order to Total Fitness Equipment for \$59,932.50 plus a contingency in the amount of \$5,000.00 for the purpose of providing FF&E for the Norwalk Community Recreation Center. Account #09256030 5777 C0719, 09247100 5779 G0050

c. Authorize the Purchasing Agent to execute a Purchase Order to Audio Visual Technology for \$5,141.00 plus a contingency in the amount of \$1,000.00 for the purpose of providing FF&E for the Norwalk Community Recreation Center. Account #09256030 5777 C0719, 09247100 5779 G0050

d. Authorize the Purchasing Agent to execute a Purchase Order to Hertz Furniture for \$2,526.68 plus a contingency in the amount of \$750.00 for the purpose of providing FF&E for the Norwalk Community Recreation Center. Account #09256030 5777 C0719, 09247100 5779 G0050
6. a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with O’Riordan Migani Architects LLC for architectural services for the Calf Pasture Beach Camp renovation project for a total not to exceed \$119,480.00. Acct. # 09263110-5777-C0365.

b. Authorize architectural design contingency with O’Riordan Migani Architects LLC for the Calf Pasture Beach Camp renovation project for a total not to exceed \$11,948.00 - Acct. # 09263110-5777-C0365.
7. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with A.V. Tuchy, Inc. as the Construction Manager (CM) for the Westport Avenue Fire Station (Station #4) Renovation and Expansion Project. Terms of the agreement shall include the following:
 - i. Pre-construction Phase Services (including reimbursable allowance) \$12,000.00
 - ii. CM Fees (% of total trade bids) : 5%
 - iii. CM Contingency (% of total trade bids) : 6%. Following the bidding process, the final contract (GMP) will be submitted to the City Council for approval. Acct. # 09263110-5777-C0728.
8. a. Authorize the Mayor, Harry W. Rilling, to execute the Guaranteed Maximum Price (GMP) Amendment with Newfield Construction Group, LLC for the Marvin Elementary School HVAC improvement project in the amount of \$2,981,136.00. Funds are available in Acct. #09245010 5777 C0841.

b. Authorize the Office of Building Management to issue Change Order on Contract for a total not to exceed \$298,113.00. Funds are available in Acct. #09245010 5777 C0841.
The above items were approved as part of the consent calendar.

E. FINANCE AND CLAIMS COMMITTEE

1. Narrative on Tax Collections dated November 2025
2. Monthly Tax Collector's Reports dated September and October 2025
3. Approve Claims Committee Report dated October and November 2025
4. Authorize the Mayor, Harry W. Rilling, to execute an agreement with FAPS Holdings Inc. DBA as Govolution, LLC for Project 4446 Payment Processing Services for at total per fiscal year \$3,500.00 Account #: 011330- 5259
5. RESOLUTION: Approve a special appropriation totaling \$200,000 for the City's contribution to the free meals program for Norwalk Public Schools. Funds to be transferred from the General Fund Balance account 011310-4701 to the Norwalk Public School Lunch Fund account 410000-4836-67.
6. Authorize the Appropriation of \$3 million from the Municipal Grant in Aid (Fund 58) for the fiscal year ending Jun 30, 2026 in the following amounts and for the following purposes:
 - Transit District grant \$ 610,885.00
 - DPW Snow & Ice Removal -- Chemicals \$ 450,000.00
 - DPW Centralized Fleet Maintenance \$ 230,000.00
 - DPW Operations full time salaries \$ 1,709,115.00
 - Total use of Municipal Grant in Aid \$ 3,000,000.00
7. Authorize to allocate \$3,000,000 to Norwalk Public Schools account 015050-5050 for the fiscal year ending Jun 30, 2026 from the following General Fund accounts:
 - Transit District grant-017002-5B020 \$ 610,885.00
 - DPW Snow & Ice Removal -- Chemicals-014025-5322 \$ 450,000.00
 - DPW Centralized Fleet Maintenance-014045-5462 \$ 230,000.00
 - DPW Operations full time salaries-014021-5110 \$ 1,709,115.00
 - Total Transfer \$ 3,000,000.00
8. Resolution: To authorize the establishment of the Recreation & Sports Activities Account(Recreation & Parks Fund). The Account shall include revenue sources and program expenditures as defined in the Recreation & Sports Activities Program Document dated October 30, 2025. Account funds shall not lapse and shall be available exclusively for the purposes identified in the Program Document. The Director of Recreation and Parks shall report to the Board of Estimate and Taxation and the Common Council on the status of the Account prior to April 1st of each year.

**** MR. GOLDSTEIN MOVED TO APPROVE THE CONSENT CALENDAR.
** THE MOTION PASSED UNANIMOUSLY.**

VII.A. RECREATION, PARKS AND CULTURAL AFFAIRS

6. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Greenway Property Services, for grant project #4463R, Norwalk Urban Trails Projects, in an amount not to exceed \$724,828.50, from accounts 0924 6030 5799 C0846, 0926 6030 5777 C0588, and 0925 6030 5777 C0588.

Ms. Ms. Young explained that the project involves improvements at Woods Pond Park, noting that Recreation and Parks staff have had extensive conversations with residents and are making every effort to minimize impacts while preserving the area's natural character and aesthetics.

Mr. Stowers, Director of Recreation and Parks stated that the department is following the master plan that was developed several years ago with significant public engagement through surveys and focus groups, and that multi-use trails and paths in natural areas were among the top public requests. He explained that the department identified city-owned properties suitable for an urban forest trail system, secured a \$700,000 state grant from the state, held two community meetings plus an additional meeting at City Hall, made significant design changes based on public input, and continues to work with residents to mitigate concerns.

Mr. Hughes, Superintendent of Parks and Public Property, advised that the project includes two sites: Lakewood (approximately 5 acres) and East Rock (approximately 18 acres, abutting Woods Pond). He noted that direct mailings were sent to all abutting property owners notifying them of the meetings and opportunity for input. After the first round of meetings the most significant changes were made to the Woods Pond site: the trail project was reduced by half, all proposed ancillary parking was eliminated, only the existing Woods Pond parking lot will be used, and additional fencing and buffering ideas were developed after walking the site with concerned neighbors. The current design is the result of nearly a full year of work and multiple iterations and that the department believes it now serves the community well.

Ms. Smyth asked about protection of wildlife and endangered species. Mr. Hughes responded that the department filed the required application with the Connecticut Natural Diversity Database, that the state review identified possible box turtle presence, and that the state provided specific construction blackout dates (approximately April to September) that will be strictly followed. Ms. Smyth asked about the maintenance plan for the trails. Mr. Hughes stated that the trails will be maintained the same way as Cranberry Park, with staff visiting every week to week-and-a-half to pick up litter, that garbage cans have already been purchased for the parking lot and trail entrances, that gates will be installed on the existing lot so the site can be closed when not in use, and that increased legitimate programming and use typically results in reduced graffiti and litter because users develop a vested interest in the site.

Mr. Stowers added that the department is working to finalize a friends group agreement for Woods Pond similar to those with Friends of Norwalk Dogs and Friends of Cranberry Park.

**** MS. YOUNG MOVED TO APPROVE ITEM VII.A.6: AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH GREENWAY PROPERTY SERVICES FOR GRANT PROJECT #4463R, NORWALK URBAN TRAILS PROJECTS, IN AN AMOUNT NOT TO EXCEED \$724,828.50, FROM ACCOUNTS 0924 6030 5799 C0846, 0926 6030 5777 C0588, AND 0925 6030 5777 C0588.**

****THE MOTION PASSED UNANIMOUSLY.**

8. Authorize the establishment of the Recreation & Sports Activities account. The Account shall include revenue sources and program expenditures as defined in the Recreation & Sports Activities Program Document dated October 2025. Account funds shall not lapse and shall be available exclusively for the purposes identified in the Program Document. The Director of Recreation and Parks shall report to the Board of Estimate and Taxation and the Common Council on the status of the Account before April 1st of each year.

Ms. Young noted that the item had been reviewed by the Finance Committee and recognized Mr. Frayer to provide comments from the committee's perspective.

Mr. Frayer stated that the Finance Committee fully supported the item, noting that it is an important step toward properly aligning revenues and expenses for fee-based programs. He explained that while the department previously understood its expenses, it could not always match specific fees to specific costs, and that the new account will provide significantly improved tracking, management, visibility, and transparency. He noted that this structure will allow the department to expand popular programs when revenues support it and suggested that the same approach could be applied to other revenue-generating programs across the City. He commended the Recreation and Parks Department for significantly increasing revenue over the past five to six years and stated that the new account will further enhance services for residents.

Ms. Young thanked Mr. Frayer and stated that the department's revenue growth demonstrates both strong committee work and the department's success in offering programs residents want. Mr. Schmitt, Chief Financial Officer, stated that he had little to add beyond what Mr. Frayer said, that the department had presented to two committees, and that he was available for any detailed questions.

Ms. Ayers stated that she strongly supported the item but, in the interest of transparency and accessibility, asked whether the information could be made available to residents in an easily accessible format such as on the website or a dashboard rather than requiring residents to search through budget documents.

Mr. Schmitt responded that this was certainly possible, noting that the program details are contained in a standalone document separate from the budget and could be posted on both the Recreation and Parks website and the Finance Department website.

Ms. Young added that the department will have a new position, Program Systems Analyst, who will track the data in real time and produce reports available upon request. The analyst will be integral to reporting to the BET and Council. Ms. Young further stated that the transparency model should be expanded to all departments that generate revenue.

Mr. Stowers thanked Mr. Schmitt, Mr. Frayer, and the BET for their support. He stated that such non-lapsing accounts are common among parks departments nationwide, that they provide needed flexibility to respond quickly to public demand for new or trendy programs without waiting for the next budget cycle, that the previous similar account created in 2010 was not budgeted and lacked proper oversight, and that the new structure ensures both flexibility and full accountability with Council and BET oversight. The account will be clearly detailed in the budget document with projected revenues and expenses and that the department is preparing its first annual report (to be released in the coming weeks) that will include all programs, revenues, expenses, and metrics, which will also be made available to the public.

**** MS. YOUNG MOVED TO APPROVE ITEM VII.A.8: AUTHORIZE THE ESTABLISHMENT OF THE RECREATION & SPORTS ACTIVITIES ACCOUNT. THE ACCOUNT SHALL INCLUDE REVENUE SOURCES AND PROGRAM EXPENDITURES AS DEFINED IN THE RECREATION & SPORTS ACTIVITIES PROGRAM DOCUMENT DATED OCTOBER 2025. ACCOUNT FUNDS SHALL NOT LAPSE AND SHALL BE AVAILABLE EXCLUSIVELY FOR THE PURPOSES IDENTIFIED IN THE PROGRAM DOCUMENT. THE DIRECTOR OF RECREATION AND PARKS SHALL REPORT TO THE BOARD OF ESTIMATE AND TAXATION AND THE COMMON COUNCIL ON THE STATUS OF THE ACCOUNT BEFORE APRIL 1ST OF EACH YEAR.
** THE MOTION PASSED UNANIMOUSLY.**

VII.C. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and the State of Connecticut Municipal Redevelopment Authority (CMDA), regarding the participation as a member municipality with the CMDA.

Mr. Goldstein reported that the CMDA is a valuable state-created economic and community development tool, particularly in competitive Fairfield County. He explained that its primary purpose is to provide gap funding for projects that developers otherwise could not finance, with a focus on compact, walkable, transit-oriented development across various housing levels. He emphasized that membership simply allows the City to apply for these programs and is entirely voluntary. CMDA cannot impose zoning changes or override local approvals, and local Planning and Zoning approvals must be secured before any CMDA funding can be pursued.

Mr. Goldstein added that the FAQ included in the backup outlines multiple opportunities for public comment as well as options for municipal withdrawal at nearly any stage. He also noted that the City itself may apply directly for CMDA funds for municipal projects. He highlighted a recent change under HB8002 that increases the state's school construction reimbursement rate for member municipalities by 5% from 60% to 65% for Norwalk, representing millions in taxpayer savings per project. He noted that Mr. Habansky and Mr. Kooris were present to answer questions.

Mr. Habansky, Chief of Economic and Community Development, stated that even before the 5% school bonus he had advocated for membership because Norwalk needs every economic development tool available in the region, that CMDA engagement occurs only after local zoning approval is complete, that if a project is denied locally the CMDA is not involved, that the City itself can apply for CMDA funds for housing or infrastructure projects, that membership gives the City more control over desired development types by providing additional financing to bring approved projects to fruition faster, and that the new school construction incentive adds another compelling reason, and that local control truly remains with the City.

Mr. Kooris noted that CMDA is designed as a consolidated resource and toolkit to support towns and cities in achieving local objectives, that it is not one-size-fits-all, that it brings technical assistance, infrastructure funding, and gap financing, that partnerships are tailored to each community, that Norwalk's partnership would be unique among the now 30 member municipalities, and that CMDA hopes to mobilize state resources to help Norwalk realize its local plans.

Ms. Dunn asked how CMDA originated, how it is funded, and why only some municipalities participate. Mr. Kooris explained that CMDA is a quasi-public authority created by state legislation, governed by a bipartisan board with executive and legislative appointees, funded with state resources, and that the impetus was to address municipal capacity constraints and to reward communities seeking appropriate growth around downtowns and rail or bus rapid transit stations, and that not all municipalities are eligible or choose to partner.

Ms. Smyth asked if affordable senior housing would be eligible. Mr. Kooris confirmed that affordable senior housing is eligible and would be considered in the context of local needs and CMDA's statewide portfolio.

A question was asked whether overdevelopment or overpopulation concerns in TOD areas are considered in funding decisions. Mr. Kooris stated that projects must be within half-mile of rail or BRT stations or downtowns, that zoning must be certified but local zoning remains local, that districts are established in coordination with the municipality based on local desire, and that CMDA does not independently assess overdevelopment. Mr. Habansky added that CMDA gap funding can enable smaller-scale "missing middle" projects (6-20 units) rather than large developments, reducing impact on neighborhoods.

Mr. Lopez asked if the program supports small to medium developers and whether 8-30g still applies. Mr. Kooris confirmed any size developer is eligible and that CMDA has no involvement with 8-30g requirements.

Ms. Eaddy asked about project size criteria. Mr. Kooris explained that there is no preset unit count, noting that single-family homes are not eligible, but that projects ranging from small infill development to larger proposals may qualify depending on local goals. Mr. Habansky added that gap funding is particularly useful in making smaller, neighborhood-scale projects financially feasible.

Ms. Ayers stated she was initially on the fence but was persuaded by the ability to redevelop existing structures rather than requiring vacant land. Ms. Smyth commented that overdevelopment concerns are primarily zoning issues the City must address separately but that he supports the item.

Ms. Dunn stated she remained uncomfortable without committee review, asked how CMDA integrates with the Redevelopment Agency and why school construction incentives are linked to development. Mr. Kooris explained that CMDA tools layer on top of existing Redevelopment Agency tools and that the recent bill incentives (including school construction and Clean Water Fund rate reductions) reward growing communities. Ms. Dunn asked for documentation; Mr. Kooris referenced HB8002 and the \$90 million revolving fund.

Mr. Frayer asked for clarification that development districts do not usurp local zoning authority, that funds revolve with repayments, and similarity to Connecticut Green Bank; Mr. Kooris confirmed all points.

**** MS. DUNN MOVED TO TABLE ITEM VII.C.1.**

**** THE MOTION TO TABLE FAILED.**

**** MR. GOLDSTEIN MOVED TO APPROVE ITEM VII.C.1: AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND THE STATE OF CONNECTICUT MUNICIPAL REDEVELOPMENT AUTHORITY (CMDA), REGARDING THE PARTICIPATION AS A MEMBER MUNICIPALITY WITH THE CMDA.**

****THE MOTION PASSED WITH 2 (TWO) ABSTENTIONS (MS. EADDY & MS. YOUNG) & 1 (ONE) NAY (MS. DUNN).**

VIII. RESOLUTIONS FROM CITY COUNCIL

None.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

None.

X. SUSPENSION OF RULES

None.

XI. ADJOURNMENT

**** MS. AYERS MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at approximately 8:57 p.m.

Respectfully Submitted,
Courtney Baldwin
Recording Secretary



CITY OF NORWALK, DEPARTMENT OF FINANCE
Jared D. Schmitt
Chief Financial Officer
jschmitt@norwalkct.gov

P: 203-854-7870

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

December 4, 2025

To: Mayor Harry Rilling, Common Council

From: Jared D. Schmitt, CFO

Re: Municipal Grant in Aid

This memo serves as background information for the agenda item regarding Municipal Grants in Aid. As you know, the State budget contained an additional \$10 million in each fiscal year – FY 26 and FY 27 – through the grant known as Municipal Grants in Aid.

Due to the fact that this additional revenue falls outside of the City's operating budget, we will allocate this funding in the same way that the City allocated ARPA funding. As the Mayor identifies eligible priority projects, the Administration will seek approval of the Common Council to appropriate funding from the \$10 million grant.

To that end, the December 9th agenda includes an appropriation of the Municipal Grants in Aid funding in the amount of \$1 million for pedestrian improvements/sidewalk construction, including work related to the construction of a pedestrian walkway along a portion of Connecticut Avenue.

This allocation of funding will be used to fund multiple contracts in the initial phase of this connector project. Importantly, and like any other project, all contracts will still require separate approval from the Common Council. The action of the Council on this agenda item is simply to make available up to \$1 million, as contracts are approved.

Use of School Bus Violation Enforcement Systems

§ XX-1. Statutory authority.

Pursuant to the authority granted in Public Act 24-107 of the 2024 Session of the Connecticut General Assembly (the "Act"), the City of Norwalk (the "City") hereby authorizes the use of School Bus Violation Enforcement Systems to enforce the provisions of C.G.S. § 14-279, as amended from time to time, within the boundaries of the City.

§ XX-2. Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

MOTOR VEHICLE, NUMBER PLATE, OPERATOR and OWNER — shall have the respective meanings set forth in C.G.S. § 14-1, as amended from time to time.

SCHOOL BUS VIOLATION ENFORCEMENT SYSTEM — A system with one or more camera sensors and computers that produce: (1) digital and recorded video images of Motor Vehicles being operated in violation of C.G.S. § 14-279, as amended from time to time; (2) a visual image that is viewable remotely and a recorded image of the Number Plate of a Motor Vehicle violating said section; and (3) a recorded image that indicates the date, time and location of the violation.

§ XX-3. Vendors.

The City may enter into an agreement with a private vendor for the installation, operation, or maintenance, or any combination thereof, of a School Bus Violation Enforcement System for purposes of enforcing this Chapter. The vendor's fees may not be contingent on the number of citations issued or fines paid pursuant to this Chapter. Any such agreement that requires a vendor to operate such a system shall require the vendor to report to the City and the Norwalk Board of Education, not later than August first following the vendor's first operation of such system pursuant to such agreement, and not later than August first in each year thereafter in which the operation of such system continues pursuant to such agreement: (1) the total number of citations issued in the prior fiscal year for violations of this Chapter that were detected and recorded by the School Bus Violation Enforcement System, and (2) the total amount of funds collected from such violations.

§ XX-4. Violations.

The owner of a Motor Vehicle commits a violation of this Chapter if the person operating such Motor Vehicle violates the provisions of C.G.S. § 14-279, as amended from time to time, unless

not later than 30 days after the mailing of a citation, the Owner of a Motor Vehicle submits a notarized affidavit, executed by such Owner and the Operator of such vehicle at the time of the alleged violation, stating that such Operator is the party who may be responsible for the alleged violation and providing the name and address of such Operator. If the City or its designated agent receives such an affidavit, the City shall mail a citation to such Operator not later than 30 days after receipt of the affidavit.

§ XX-5. Issuance of citations.

- A. Upon receipt of an evidence file from a School Bus Violation Enforcement System that captures an alleged violation of this Chapter, a sworn member or employee of the City's Police Department, or an employee of the City designated by the Traffic Authority, shall review such file. If, after such review, such officer or employee has reasonable grounds to believe that such a violation occurred and such file captures the Number Plate, color and type of Motor Vehicle allegedly violating this Chapter and the date, approximate time and location of such violation, such officer or employee shall issue a written warning or citation to the Owner of such Motor Vehicle. Such officer or employee shall electronically certify a citation.
- B. In the case of an alleged violation of this Chapter involving a Motor Vehicle registered in the State of Connecticut, the City, or its designated agent, shall send a copy of a citation to the Owner of the Motor Vehicle observed in the alleged violation not later 30 days after the date of the alleged violation. In the case of an alleged violation involving a Motor Vehicle registered in another jurisdiction, the City, or its designated agent, shall send a copy of a citation to the address of the Owner that is in the records of the official in the other jurisdiction issuing such registration not later than 60 days after the alleged violation.
- C. A citation under this Chapter shall be sent by first-class mail and include the following:
 - (1) The name and address of the Owner of the Motor Vehicle;
 - (2) The Number Plate of the Motor Vehicle;
 - (3) The violation charged;
 - (4) The date, location and time of the alleged violation;
 - (5) A copy of or information on how to view, through electronic means, the recorded images that captured the alleged violation;
 - (6) A statement or electronically generated affirmation by the police officer or employee who reviewed the recorded images and determined that a violation occurred;

- (7) The amount of the fine imposed and how to pay such fine;
 - (8) Notice of the right to contest the violation and request a hearing pursuant to Chapter 30C of the City Code; and
 - (9) Information advising the Owner of the Motor Vehicle of the procedure for disclaiming liability by submitting an affidavit as described in Section 4 above to the City or its designated agent.
- D. A manual or automated record prepared by the police officer, employee or vendor in the ordinary course of business shall be prima facie evidence of such mailing and shall be admissible in any citation hearing as to the facts contained in the citation.
 - E. A certificate or facsimile of a certificate of the review of the evidence produced by the School Bus Violation Enforcement System, sworn to by the police officer or employee who conducted such review, shall be prima facie evidence of the facts contained in such certificate.
 - F. A digital still or video image produced by the School Bus Violation Enforcement System shall be sufficient evidence of a violation of this Chapter and shall be admitted at a citation hearing without further authentication.

§ XX-6. Penalties for violations.

- A. The City shall impose a fine of \$250 for a violation of this Chapter. The fine shall be imposed against the Owner of the Motor Vehicle committing the violation.
- B. Payment of a fine and any associated fees may be made by electronic means.
- C. Any funds received by the City from fines imposed pursuant to this Chapter shall be used for the purposes of improving public safety, compensating any private vendor that installs, operates, or maintains a School Bus Violation Enforcement System within the City, or both.

§ XX-7. Appeal.

Any Owner issued a fine for violating the provisions of this Chapter may, within 10 days of the receipt of the fine, appeal in writing to a citation hearing officer in accordance with § 30C-7 of the City Code.

§ XX-8. Defenses.

- A. The defenses available to the Owner of a Motor Vehicle who is alleged to have committed a violation of this Chapter shall include, but are not limited to, any one or more of the following:
- (1) The Operator was driving an emergency vehicle in accordance with the applicable provisions of C.G.S. § 14-283, as amended from time to time;
 - (2) The violation was necessary to allow the passage of an emergency vehicle;
 - (3) The violation was necessary in order for the Operator to comply with an order or direction from a law enforcement officer, which is observable on the recorded images;
 - (4) The violation was necessary to avoid injuring the person or property of another;
 - (5) The violation took place during a period of time in which the Motor Vehicle had been reported as being stolen to a law enforcement unit, as defined in C.G.S. § 7-294a, as amended from time to time, and had not been recovered prior to the time of the violation; or
 - (6) The Operator received a citation for a violation of C.G.S. § 14-279, as amended from time to time, for the same incident.
- B. The Owner of a Motor Vehicle shall be liable for any fine imposed pursuant to this Chapter, unless (1) the Motor Vehicle identified by the School Bus Violation Enforcement System is a leased or rented Motor Vehicle, in which case the lessee of such Motor Vehicle shall be liable for any such fine, or (2) an affidavit is filed pursuant to Section 4 above, in which case the Operator shall be liable for any such fine.

§ XX-9. Use of information; notice of use of system.

- A. A School Bus Violation Enforcement System shall, to the extent practicable, record images of the Number Plate of a Motor Vehicle only and shall not record images of the occupants of such Motor Vehicle or of any other persons or Motor Vehicles in the vicinity at the time the images are recorded. A citation issued under this Chapter may not be dismissed in a citation hearing solely because a recorded video or digital still image reveals images of such occupants or other persons or Motor Vehicles, as long as the operator of such School Bus Violation Enforcement System has made reasonable efforts to comply with the provisions of this Chapter.
- B. No recorded image produced by a School Bus Violation Enforcement System may be introduced as evidence in any other civil or criminal proceeding.

- C. A digital still or video image produced by a School Bus Violation Enforcement System to enforce this Chapter shall be destroyed the later of: (1) 90 days after the date of the creation of such digital still or video image, or (2) upon payment or final disposition of all matters related to a citation issued for a violation of this Chapter to which such digital still or video image pertains.
- D. A warning sign shall be posted on all school buses in which a School Bus Violation Enforcement System is installed and operated indicating the use of such system.

§ XX-10. Reporting to Department of Transportation.

Not later than October first following adoption of this Chapter, and not later than October first in each year thereafter in which this Chapter is in effect, the City shall submit a report to the Connecticut Department of Transportation, which shall include, but need not be limited to: (1) a copy of this Chapter, (2) the total number of citations issued for a violation of this Chapter in the prior fiscal year, (3) the total amount of funds collected for such violations in the prior fiscal year, and (4) how the City spent such funds in the prior fiscal year.

§ XX-11. Applicability of Act.

To the extent of applicability, the provisions in the Act that are necessary to further and/or effectuate this Chapter are hereby incorporated and adopted in toto, herein.

§ XX-12. Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by any decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter.

§ XX-13. Repealer.

All chapters, bylaws, orders, resolutions, or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any chapters, bylaws, orders, resolutions, or parts thereof heretofore repealed.

Chapter 68: Noise

§ 68-1. Short title.

This Chapter shall be known as the "City of Norwalk Noise Control Ordinance."

§ 68-2. Purpose.

It is recognized that people have a right to and should be ensured an environment free from excessive Sound and vibration that may jeopardize their health or safety or welfare or degrade the quality of life. This Chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Norwalk through the reduction, control and prevention of Noise .

§ 68-3. Definitions.

The following definitions shall apply in the interpretation and enforcement of this Chapter:

AFFECTED PERSON — Any Person who has lodged a Noise complaint with the Noise Control Administrator that he/she is the receptor of Noise on property within the City, and said Affected Person has an interest in the property as an owner, tenant, or employee.

AMBIENT SOUND — The Sound Level at a given location that exists as a result of the combined contribution in that location of all Sound sources, excluding the contribution of the source or sources under investigation for violation of this code and excluding the contribution of Extraneous Sound sources. Ambient Sounds are differentiated from Extraneous Sounds by the fact that Ambient Sounds are being emitted the majority of the time although they may not be continuous. Examples of Ambient Sounds may include steady traffic of properly muffled vehicles, summer insects in the distance, pedestrians talking, and adjacent commercial/industrial operations or mechanical equipment.

COMMERCIAL ZONE — All commercial districts, business districts, as defined in the Zoning Regulations of the City of Norwalk,¹ and all uses associated therewith, either permitted as a right or as a special use.

COMMON COUNCIL — The Common Council of the City of Norwalk.

CONSTRUCTION — Any site preparation, assembly, erection, substantial repair, alteration or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

CONSTRUCTION EQUIPMENT — Any equipment or device operated by fuel pneumatically or electric power used in Construction or Demolition work.

CONSTRUCTION SITE — Site where Construction or Demolition takes place.

CONTINUOUS SOUND — Sound with a duration of one second or longer measured by the slow response of a Sound Level Meter. Impulsive Sounds that are rapidly repetitive and have a cumulative duration of one second or longer shall be measured as Continuous Sound.

CORRECTED SOURCE SOUND LEVEL — The Sound Level attributable to the source or sources under investigation, which is calculated by subtracting the measured Ambient Sound Level from the measured total Sound Level.

DAYTIME HOURS — The hours between 7:00 a.m. and 8:00 p.m., Monday through Friday, the hours between 8:00 a.m. and 8:00 p.m. on Saturday and the hours 9:00 a.m. through 8:00 p.m. on

Sundays and federal and state holidays.

DECIBEL — The practical unit of measurement for Sound Pressure Level (SPL); the number of Decibels of a measured sound is equal to 20 times the logarithm to the base 10 of the ratio of the Sound pressure of a reference Sound (20 micropascals) abbreviated "dB."

DEMOLITION — Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

DIRECTOR OF HEALTH — The Health Director of the City of Norwalk.

DOMESTIC POWER EQUIPMENT – Not limited to, power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.

EMERGENCY — Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

EMERGENCY VEHICLE — Any Motor Vehicle authorized by the City of Norwalk to have Sound warning devices, such as sirens and bells, which can lawfully be used when responding to an Emergency .

EMERGENCY WORK — Work made necessary at the site of an Emergency to restore property to a safe condition following an Emergency, or work required to protect Persons or property from exposure to imminent danger.

EXTRANEIOUS SOUND — Any Sound that is intense and intermittent, and is neither Ambient Sound nor Sound attributable to a source or sources under investigation for a violation of this code. Such Sound includes but is not limited to sirens of Emergency Vehicles, unusually loud Motor Vehicle exhaust or braking, people shouting or talking next to the meter, animal vocalizations, aircraft or trains passing, car door slams, etc. When conducting compliance measurements, such Extraneous Sound sources may be noted but their Sound Levels are excluded.

HEALTH BOARD – As defined in Chapter 57 in the City Code.
IMPULSE SOUND — Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Impulse Sound may be measured with the Sound Level Meter response set to "fast" or "impulse."

IMPULSE SOUND — Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Impulse Sound may be measured with the Sound Level Meter response set to "fast" or "impulse."

INDUSTRIAL ZONE — All industrial districts as defined by the Zoning Regulations of the City of Norwalk.

MOTOR VEHICLE — Per Section 14-1(59) of the Connecticut General Statutes, as amended.

MUFFLER — A device for abating Sounds, such as those produced by escaping gases.

MULTI-DWELLING-UNIT BUILDING — Any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple-family houses, townhouses, and attached residences.

MULTI-USE PROPERTY — Any distinct parcel of land that is used for more than one category of activity. Examples include, but are not limited to:

- A. A commercial, residential, industrial or public service property having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either

in the interior or on the exterior of the building, which may be a source of elevated Sound Levels at another category on the same distinct parcel of land; or

- B. A building, which is both commercial (usually on the ground floor) and residential property, located above, below or otherwise adjacent to.

NIGHTTIME HOURS — The hours between 8:00 p.m. and 7:00 a.m., Sunday evening through Friday morning, Friday evening, 8:00 p.m. through 8:00 a.m., Saturday morning and Saturday evening, 8:00 p.m. through 9:00 a.m. Sunday morning. Saturday Nighttime Hours apply to state and federal holidays.

NOISE — Any Sound, the intensity of which exceeds the standards set forth in § 68-5B or C of this Chapter, or is otherwise not in conformance with the provisions herein.

NOISE CONTROL ADMINISTRATOR — The Mayor, Chief of Police, and Director of the Board of Health or Person(s) designated to oversee enforcement of this Chapter, to review and act upon applications for variances, and perform other duties specified herein.

NOISE DISTURBANCE — Any Sound which unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a Person, or which causes injury or damage to property or business.

NOISE-SENSITIVE ZONE — Any area designated by the Norwalk Board of Health as a “Noise Sensitive Zone” where Noise problems are likely to occur or known to exist. As a minimum requirement, said zone must include within its boundaries a school, hospital, house of worship, day-care center, nursing home, public library, environmentally sensitive areas, senior citizen center, residence or court.

PERSON — Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

PLAINLY AUDIBLE — Any Sound that can be detected by an investigator using his or her unaided hearing faculties of normal acuity. As an example, if the sound source under investigation is a portable or vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify Plainly Audible Sound. The investigator need not determine the title, specific words, or the artist performing the song.

PREMISES — Any buildings, structure, land, or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a Person. The emitter's Premises includes contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.

PROPERTY LINE — Either a) the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or commercial property; b) the vertical and horizontal boundaries of a dwelling unit that is part of a Multi-Dwelling-Unit Building; or c) on a multi-use property as defined herein, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed (e.g., if the multi-use property is a building which is residential upstairs and commercial downstairs, then the real Property Line would be the interface between the residential area and the commercial area, or if there is an outdoor sound source such as an HVAC unit on the same parcel of property, the boundary line is the exterior wall of the receiving unit). Note: This definition shall not apply to a commercial source and a commercial receptor which are both located on the same parcel of property (e.g., a strip mall).

PUBLIC RIGHT-OF-WAY — Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a governmental entity.

RECREATIONAL VEHICLE — Any internal combustion-engine powered vehicle which is being used for recreational purposes.

RESIDENTIAL USE — Any property used for human habitation, unless the habitation is a condition of employment, including, but not limited to:

- A. Private property used for human habitation;
- B. Commercial living accommodations and commercial property used for human habitation;
- C. Recreational and entertainment property used for human habitation.

RESIDENTIAL ZONE — All City-owned property used for recreational or educational purposes and all residential districts and any commercial district when used for residential purposes, as defined in the Zoning Regulations of the City of Norwalk,³ and all uses permitted therewith either as a right or as a special use.

SITE WORK — Any activities involving the use of heavy equipment, including but not limited to hydraulic point breaking of rock, pavement breaking (jack hammering), pile driving, excavation, activities related to the processing of earth and rock, such as screening, splitting and crushing, removal of materials and filling.

SOUND — A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND LEVEL — The Sound Pressure Level in Decibels as measured with a Sound Level Meter using the A-weighting network. The level so read is designed "dB(A)" or "dBA."

SOUND LEVEL METER — An instrument used to take Sound Level measurements and which should conform, as a minimum, to the American National Standards Institute Specifications for Sound Level Meters, S1.4-1984 (or subsequent revisions).

SOUND LEVEL METER CALIBRATOR — An instrument used to conduct field calibration checks of a Sound Level Meter, and which should conform, as a minimum, to the American National Standards Institute Specifications and Verification Procedures for Sound Calibrator, S1.40-2006 (or subsequent revisions).

SOUND PRESSURE LEVEL — Twenty times the logarithm to the base 10 of the ratio of the pressure of a Sound to the reference pressure of 20 micronewtons per square meter (20×10^{-6} Newtons/meter²), and is expressed in Decibels (dB).

SOUND-PRODUCTION DEVICE — Any device whose primary function is the production of Sound, including, but not limited to, any musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sound-amplifying equipment.

TOTAL SOUND LEVEL — The measured level which represents the sum of Sound from the source or sources under investigation for violation of this code and the Ambient Sound sources, excluding any Extraneous Sound, when measured on the property of an Affected Person or at another specified location.

§ 68-4. Sound Level measurement procedures; calculation of Corrected Source Sound Level.

For the purpose of determining Sound Level as set forth in this Chapter, the following guidelines shall be applicable:

- A. All personnel conducting Sound measurements shall be trained in the current techniques and principles of Sound measuring equipment and instrumentation.
- B. Sound Level Meters used to conduct measurements shall conform to the definitions of this Chapter.
- C. The general steps listed below shall be followed when conducting Sound Level measurements:
 - (1) The Sound Level Meter manufacturer's specific instructions for the preparation and use of the instrument shall be followed when taking Noise and Decibel level measurements.
 - (2) The Sound Level Meter shall be calibrated before and after each set of measurements.
 - (3) When measurements are taken out of doors, a windscreen shall be placed over the microphone of the Sound Level Meter, as per the manufacturer's instructions.
 - (4) Sound Level measurements shall be taken at a point that is located at least 1 foot within the Property Line of the Affected Person.
 - (5) When conducting indoor Sound Level measurements, the measurements shall be taken at least 3 feet from any wall, floor, door, window or ceiling.
- D. Sound Level Meter measurements are not necessary when Noise generated by a loud amplification device, will be in violation of this Chapter, if it is Plainly Audible when it can be heard at a distance of 100 feet from its source.

§ 68-5. Sound Level limits.

- A. No Person shall, except as provided in this Chapter, operate or cause to be operated any source of Sound from any use occupancy in such a manner as to create a Sound Level which exceeds the limits set forth in the use occupancy category in Table 1, when measured at or within the Property Line of the receiving property.
 - (1) Continuous Sound. The limit in Table 1 may not be exceeded by incidents representing the normal, usual operation of the sound source.

Table 1 Maximum Permissible Sound Level Limits by Receiving Land Use [dB(A)]			
Residential Daytime	Residential Nighttime	Commercial 24 hours	Industrial 24 hours
Outdoors			
55	45	63	70
Indoors¹			
45	35	55	60

NOTE:

Indoor measurements shall only be taken if the sound source is on or within the same property as the receiving property, as in the case of a Multi-Dwelling-Unit Building or a Multi-Use Property (e.g., Sound generated within a commercial unit of a Multi-Use Property building and received within a residential unit of the same building). In addition, indoor measurements shall be taken if the Property Line between the receiving property and the source property is a common wall, floor or ceiling.

(2) Impulsive Sound.

(a) During the Daytime, a measurement of Impulsive Sound shall not exceed 60dBA. During Nighttime, a measurement of Impulsive Sound shall not exceed the levels set forth in Table 1.

(3) Commercial establishments serving alcohol or food, presenting live or recorded musical performances or utilizing Sound-Production Devices shall also comply with the levels set forth in Table 1.

B. Exclusions. These levels shall not apply to Noise emitted by or related to:

(1) Natural phenomena.

(2) Any bell or chime from any building clock, school or church.

(3) Any siren, whistle or bell lawfully used by Emergency Vehicles or any other alarm systems used in an Emergency situation.

(4) Warning devices required by OSHA or other state or federal safety regulations. This exclusion includes backup alarms so long as they are self-adjusting to Ambient Sound Levels levels.

(5) Noise created as a result of or relating to an Emergency.

(6) Agricultural activities, when all internal combustion engines are equipped with a properly functioning Muffler.

C. Restricted uses and activities. The following shall be exempt from this Chapter, and these regulations are subject to special conditions as spelled out and to the general prohibition of § 68-6:

(1) Excluding Emergency Work, power tools, home maintenance tools, landscaping and/or yard maintenance equipment used by a residential property owner or tenant shall not be operated between the hours of 8:00 p.m. and 8:00 a.m., unless such activities can meet the applicable limits set forth in Table 1. At all other times, the limits set forth in Table 1 do not apply to noncommercial or nonindustrial power tools used for landscaping maintenance. All motorized equipment used in these activities shall be operated with a Muffler and/or sound-reduction device.

(2) Excluding Emergency Work, power tools, landscaping and/or yard maintenance equipment used by nonresidential operators (e.g., commercial operators) shall not be operated on residential, commercial or industrial property between the hours of 6:00

p.m. and 8:00 a.m. on weekdays, or between the hours of 6:00 p.m. and 9:00 a.m. on weekend or state or federal holidays, unless such activities can meet the limits set forth in Table 1. At all other times, Table 1 do not apply. All motorized equipment used in these activities shall be operated with a Muffler and/or sound- reduction device.

- (3) Self-contained, portable, nonvehicular music or sound-production devices shall not be operated on a public space or Public Right-Of-Way in such a manner as to be Plainly Audible at a distance of 50 feet in any direction from the operator during Daytime Hours. During Nighttime Hours, Sound, operated on a public space or Public Right-Of-Way, from such equipment shall not be Plainly Audible at a distance of 25 feet in any direction from the operator.
- (4) Noise from snow removal equipment at any time shall be exempted, provided that such equipment shall be maintained in good repair so as to minimize Noise, and Noise discharged from exhausts shall be adequately muffled to prevent loud and/or explosive Noises therefrom.
- (5) Noise created by any aircraft flight operations which are specifically preempted by the Federal Aviation Administration.
- (6) Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the City, including, but not limited to, parades, sporting events, concerts and firework displays.
- (7) Noise created by refuse and solid waste collection, provided that the activity is conducted during Daytime Hours.
- (8) Noise created by the normal and ordinary activities of the Department of Public Works or any taxing district utility, including but not limited to the following: street sweeping, snow and ice control, maintenance of the sanitary sewer collection system, maintenance of storm drainage systems, solid waste collection and disposal, maintenance of traffic control devices and operation of off-street parking facilities.
- (9) Noise created by public school Construction.
- (10) Notwithstanding the Sound Level limits found in Table 1, the permissible Sound Level limit for residential HVAC equipment during Nighttime Hours shall be 50 dBA when measured as specified in § 68-4C.
- (11) All interior and exterior burglar alarms of a building or Motor Vehicle must be activated in such a manner that the burglar alarm terminates its operation within five minutes for continuous airborne Sound and 15 minutes for intermittent Sound after it has been activated. At all other times the limits set forth in Table 1 do not apply.
- (12) The operation of a standby or portable generator is exempt from the limits in this Chapter when there is a power outage affecting the subject property. The regular testing/ exercising of a generator must be conducted on weekdays (Monday through Friday) during Daytime Hours and for the minimum duration suggested by the manufacturer. During such testing the Sound Level limit shall be 60 dBA at the Property Line of any Affected Person. The permissible limits in § 68-5A apply to the operation of generators tested outside of the prescribed hours or operated when there is no power outage affecting the subject property. No Person shall at any time operate a generator during Nighttime Hours in a Residential Zone unless there is a power outage affecting the subject

property. Generators used on a permitted Construction Site may not exceed 60 dBA at the Property Line of any Affected Person during Daytime Hours. Unless a permit or variance is obtained, a generator shall not be used on a Construction Site during Nighttime Hours.

This does not apply to a power outage from loss of power resulting from nonpayment to the applicable utility.

§ 68-6. Prohibited activities.

- A. General prohibition. It shall be unlawful for any Person to make, continue or cause to be made or continued any loud, unnecessary and unreasonable Noise.
- B. The following activities are prohibited:
 - (1) Vehicle horns. No Person shall at any time Sound any horn or audible signal device of a Motor Vehicle unless it is necessary as a warning to prevent or avoid a traffic accident.
 - (2) Emissions from stationary or idling mobile sources. No mobile source engine shall be allowed to operate for more than three consecutive minutes when the mobile source is not in motion except as follows:
 - (a) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;
 - (b) When it is necessary to operate heating, cooling or auxiliary equipment installed on the mobile source when such equipment is necessary to accomplish the intended use of the mobile source;
 - (c) To bring the mobile source to the manufacturer's recommended operating temperature;
 - (d) When the outdoor temperature is below 20°F;
 - (e) When the mobile source is being repaired.
 - (3) Exhaust discharge. No Person shall discharge into the ambient air the blow-down of any steam vent of the exhaust of any stationary internal combustion engine or air compressor equipment, unless such discharge is through a Muffler or through an apparatus providing equal Noise reduction and that meet Noise level requirements identified in § 68-5B.
 - (4) Construction. No Person shall at any time operate Construction Equipment on the Construction or demolition site or carry on any Construction or Demolition during Nighttime Hours, except in an Emergency in the interest of public safety and then only with a permit from the Director of Health or his/her designee and subject to all other applicable rules and regulations provided by state and local law, and said permit may not exceed a period of three days.
 - (5) Blasting. No Person shall at any time carry on blasting between the hours of 5:00 p.m. and 8:00 a.m. except in an Emergency in the interest of public safety and then only with a permit from the Director of Health or his/her designee and subject to all other applicable rules and regulations provided by state and local law, and the permit may not exceed a period of three days.
 - (6) Site Work or Construction or Demolition activities.

- (a) After the appropriate permits have been obtained, Site Work or Construction and Demolition activities utilizing Construction Equipment on a Construction or demolition site in a Residential Zone or Noise-Sensitive Zone shall be limited to the weekdays, Monday through Friday, other than state or federal holidays, from 8:00 a.m. to 5:00 p.m. During the permitted hours, such activities are exempt from the limits in § 68-5A.
 - (b) After the appropriate permits have been obtained, Site Work or Construction and Demolition activities utilizing Construction Equipment on a Construction or demolition site in a Commercial Zone or Industrial Zone shall be limited to weekdays, Monday through Friday, other than state or federal holidays, from 8:00 a.m. to 5:00 p.m. and on Saturdays from 10:00 a.m. to 3:00 p.m. During the permitted hours, such activities are exempt from the limits in § 68-5A.
 - (c) All motorized equipment used in Construction and Demolition activity shall be operated with a properly functioning Muffler. The exemptions in this provision shall not apply to sound-production devices (e.g., radios) used at a Construction Site.
- (7) Leaf blowers. No Person shall at any time operate a leaf blower during Nighttime Hours in a Residential Zone.
 - (8) Nighttime in-house Construction. No Person shall carry on nighttime in-house Construction unless that Construction activity takes place solely within the structure and emits no Sound or Noise outside of the structure.
 - (9) Igniting fireworks after 10:00 p.m. except by the City of Norwalk, or its designee, for the Independence Day celebration. Special permits must be obtained to ignite fireworks in the City of Norwalk.

§ 68-7. Motor Vehicles and Recreational Vehicles.

- A. All Motor Vehicles and Recreational Vehicles operated within the limits of the City of Norwalk shall be subject to the Noise standards and Decibel levels set forth in the regulations authorized in Sections 14-80a-1a through 14-80a-10a, inclusive, of the Regulations of Connecticut State Agencies, as amended from time to time.
- B. No Sound amplifying devices or equipment on or within a Motor Vehicle, or a Recreational Vehicle, shall emit Noise in excess of the Decibel levels as specified in this Chapter.
- C. This section dealing with Motor Vehicle Noise shall be enforced by the Noise Control Administrator.

§ 68-8. Loudspeakers; sound-reproduction systems.

- A. Operating, playing or permitting the operation or playing of any loudspeaker, sound-reproduction system, radio, television, phonograph or similar device which reproduces or amplifies Sounds in such a manner as to create a Noise Disturbance is prohibited. No Noise shall be emitted in excess of the Decibel levels as specified in this Chapter.
- B. The Norwalk Board of Health may designate Noise-Sensitive Zones where noise problems are particularly likely to occur and likely to cause unusual problems. Loudspeakers and public address systems may be prohibited in such Noise-Sensitive Zones by the Norwalk Board of Health.

§ 68-9. Inspections.

- A. For the purpose of determining compliance with the provisions of this Chapter, the Noise Control Administrator is hereby authorized to make inspections of all Noise sources and to take measurements and make tests whenever necessary to determine the quantity and character of Noise.
- B. In the event that any Person refuses or restricts entry and free access to any part of a Premises or refuses inspection, testing or Noise measurement of any activity, device, facility or process where inspection is sought, the Noise Control Administrator may seek from the appropriate court a warrant without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring Noise.
- C. It shall be unlawful for any Person to refuse to allow or permit the Noise Control Administrator free access to any Premises when the Noise Control Administrator is acting in compliance with a warrant for inspection and order issued by the appropriate court.
- D. It shall be unlawful for any Person to violate the provisions of any warrant or court order requiring inspection, testing or measurement of Noise sources.
- E. No Person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized Person while in the performance of his/her duties under this Chapter.

§ 68-10. Penalties for offenses.

Any Person in violation of any of the provisions of this Chapter shall be fined in the amount of \$50 for their first violation; \$100 for a second violation occurring within 30 days of their first violation; and \$250 for each violation thereafter. Each day such violation continues shall constitute a separate offense. The Noise Control Administrator are authorized to issue violations of this Chapter.

§ 68-11. Variances; promulgation of regulations; contracts.

A. Variances.

- (1) Any Person living or doing business in Norwalk may apply to the Director of Health for a variance from one or more of the provisions of the Chapter, which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of Noise, provided that the applicant supplies all of the following information to the Director of Health:
 - (a) Location and nature of activity.
 - (b) The time period and hours of operation of said activity.
 - (c) The nature and intensity of the Noise that will be generated.
 - (d) Demonstration of public benefit.
 - (e) Any other information required by the Director of Health.
- (2) No variance from these regulations shall be issued unless it has been demonstrated that:
 - (a) The proposed activity will not violate any provisions of the Connecticut

Department of Environmental Protection regulations.

- (b) The Noise levels generated by the proposed activity will not constitute a danger to the public health.
 - (c) Compliance with the regulations constitutes an unreasonable hardship on the applicant.
- (3) Following receipt and review of an application for a variance, the Director of Health shall fix a date, time and location for a hearing on such application.
 - (4) The Director of Health shall cause the applicant to publish at his/her own expense all notices of hearings and other notices required by law, including, but not limited to, notification of all abutters of record and property owners within 200 feet.
 - (5) Within 65 days of the receipt of the record of the hearings on a variance application, the Director of Health shall issue his/her determination regarding such application. All such decisions shall briefly set forth the reasons for the decision.
 - (6) The Director of Health may, at his/her discretion, limit the duration of any variance granted under this Chapter. Any Person holding a variance and needing an extension of time may apply for a new variance under the provisions of this Chapter. Any such application shall include a certification of compliance with any condition imposed under the proposed variance.
 - (7) The Director of Health may attach to any variance any reasonable conditions he/she deems necessary and desirable, including, but not limited to:
 - (a) Requirements for the best practical Noise control measures to be taken by the owner or operator of the source to minimize Noise during the period of the variance.
 - (b) Requirements for periodic reports submitted by the applicant relating to Noise, to compliance with any other conditions under which the variance was granted or to any other information the Director of Health deems necessary.
 - (8) The filing of an application for a variance shall operate as a stay of prosecution, except that such stay may be terminated by the Director of Health upon application of any party if the Director of Health finds that protection of the public health so requires.
 - (9) In any case where a Person seeking a variance contends that compliance with any provision of these regulations is not practical or possible because of the cost involved either in installing Noise control equipment or changing or curtailing the operation in any manner, he/she shall make available to the Director of Health such financial records as the Director of Health may require.
 - (10) A variance may include a compliance schedule and requirements for periodic reporting of increments of achievement of compliance.
 - (11) Failure to rule on the application in the designated time shall constitute approval of the variance.
- B. Any Person aggrieved by the decision of the Director of Health with respect to any variance may appeal to the Common Council within a period of 10 days of the reception of the Health Director's decision.

- C. The Director of Health is herewith authorized to recommend regulations from time to time not inconsistent with the State Public Health Code and/or the regulations of the State Department of Environmental Protection regarding Noise which shall, upon approval by the Common Council and State of Connecticut Department of Environmental Protection, become effective therewith.
- D. Contracts. Any written agreement, purchase order or contract whereby the City of Norwalk is committed to an expenditure of funds in return for work, labor, services, supplies, equipment, materials, or any combination thereof, shall not be entered into unless such agreement, purchase order or instrument contains provisions that any equipment or activities which are subject to the provisions of this Chapter will be operated, constructed, conducted or manufactured without violating the provisions of the Chapter.

§ 68-12. Severability.

If any clause, sentence, paragraph or part of this Chapter, or the application thereof to any Person, firm, corporation or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Chapter and the application of such provision to other Persons, firms, corporation or circumstances, but shall be confined in its operation to the clause, paragraph or part thereof directly involved in the controversy in which said judgment shall have been rendered and to the Person, firm, corporation or circumstances involved. It is hereby declared to be the legislative intent of this body that this Chapter would have been adopted had such invalid provisions not been included.

§ 68-13. Conflict with other regulations.

In the event that provisions or standards of this Chapter or adopted under this Chapter shall conflict with regulations or standards set by the State of Connecticut Department of Environmental Protection, the stricter standard shall apply.

All provisions of the zoning regulations of the City which are more stringent than those as set forth in this Chapter shall remain in full force and effect and shall prevail over inconsistent provisions in this Chapter.

§ 68-14. Word usage.

In construing this Chapter, masculine or neutral pronouns shall be substituted for those of feminine form and vice versa, and the plural of the singular and the singular of the plural, shall be substituted in any case which the context may require.

§ 68-15. When effective.

Any section of this Chapter shall take effect 10 days following approval of any amendment by the City's Common Council.

Chapter 68: Noise

§ 68-1. Short title.

This ~~Chapter chapter~~ shall be known as the "City of Norwalk Noise Control Ordinance."

§ 68-2. Purpose.

It is recognized that people have a right to and should be ensured an environment free from excessive ~~Sound sound~~ and vibration that may jeopardize their health or safety or welfare or degrade the quality of life. This ~~Chapter chapter~~ is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Norwalk through the reduction, control and prevention of ~~Noise noise~~.

§ 68-3. Definitions.

The following definitions shall apply in the interpretation and enforcement of this ~~Chapter chapter~~:

AFFECTED PERSON — Any ~~Person person~~ who has lodged a ~~Noise noise~~ complaint with the Noise Control Administrator that he/she is the receptor of ~~Noise noise~~ on property within the City, and said ~~Affected Person affected person~~ has an interest in the property as an owner, tenant, or employee.

AMBIENT SOUND — The ~~Sound sound Level level~~ at a given location that exists as a result of the combined contribution in that location of all ~~Sound sound~~ sources, excluding the contribution of the source or sources under investigation for violation of this code and excluding the contribution of ~~Extraneous Sound extraneous sound~~ sources. Ambient ~~Sounds sounds~~ are differentiated from ~~Extraneous Sounds extraneous sounds~~ by the fact that ~~Ambient Sounds ambient sounds~~ are being emitted the majority of the time although they may not be continuous. Examples of ~~Ambient Sounds ambient sounds~~ may include steady traffic of properly muffled vehicles, summer insects in the distance, pedestrians talking, and adjacent commercial/industrial operations or mechanical equipment.

COMMERCIAL ZONE — All commercial districts, business districts, as defined in the Zoning Regulations of the City of Norwalk,¹ and all uses associated therewith, either permitted as a right or as a special use.

COMMON COUNCIL — The Common Council of the City of Norwalk.

CONSTRUCTION — Any site preparation, assembly, erection, substantial repair, alteration or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

CONSTRUCTION EQUIPMENT — Any equipment or device operated by fuel pneumatically or electric power used in ~~Construction construction~~ or ~~Demolition demolition~~ work.

CONSTRUCTION SITE — Site where ~~Construction construction~~ or ~~Demolition demolition~~ takes place.

CONTINUOUS SOUND — Sound with a duration of one second or longer measured by the slow response of a ~~Sound Level Metersound level meter~~. Impulsive ~~Sounds sounds~~ that are rapidly repetitive and have a cumulative duration of one second or longer shall be measured as ~~Continuous Soundcontinuous sound~~.

CORRECTED SOURCE SOUND LEVEL — The ~~Sound Level sound level~~ attributable to the

source or sources under investigation, which is calculated by subtracting the measured Ambient Sound Level ~~ambient sound level~~ from the measured total Sound Level ~~sound level~~.

DAYTIME HOURS — The hours between 7:00 a.m. and 8:00 p.m., Monday through Friday, the hours between 8:00 a.m. and 8:00 p.m. on Saturday and the hours 9:00 a.m. through 8:00 p.m. on Sundays and federal and state holidays.

DECIBEL — The practical unit of measurement for Sound Pressure Level ~~sound pressure level~~ (SPL); the number of Decibels ~~decibels~~ of a measured sound is equal to 20 times the logarithm to the base 10 of the ratio of the Sound ~~sound~~ pressure of a reference Sound ~~sound~~ (20 micropascals) abbreviated "dB."

DEMOLITION — Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

DIRECTOR OF HEALTH — The Health Director of the City of Norwalk.

DOMESTIC POWER EQUIPMENT — Not limited to, power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.

EMERGENCY — Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

EMERGENCY VEHICLE — Any Motor Vehicle ~~motor vehicle~~ authorized by the City of Norwalk to have Sound ~~sound~~ warning devices, such as sirens and bells, which can lawfully be used when responding to an Emergency ~~emergency~~.

EMERGENCY WORK — Work made necessary at the site of an Emergency ~~emergency~~ to restore property to a safe condition following an Emergency ~~emergency~~, or work required to protect Persons ~~persons~~ or property from exposure to imminent danger.

EXTRANEOUS SOUND — Any Sound ~~sound~~ that is intense and intermittent, and is neither Ambient Sound ~~ambient sound~~ nor Sound ~~sound~~ attributable to a source or sources under investigation for a violation of this code. Such Sound ~~sound~~ includes but is not limited to sirens of Emergency Vehicles ~~emergency vehicles~~, unusually loud Motor Vehicle ~~motor vehicle~~ exhaust or braking, people shouting or talking next to the meter, animal vocalizations, aircraft or trains passing, car door slams, etc. When conducting compliance measurements, such Extraneous Sound ~~extraneous sound~~ sources may be noted but their Sound Levels ~~sound levels~~ are excluded.

HEALTH BOARD — As defined in Chapter 57 in the City Code.

IMPULSE SOUND — Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Impulse Sound ~~sound~~ may be measured with the Sound Level Meter ~~sound level meter~~ response set to "fast" or "impulse."

INDUSTRIAL ZONE — All industrial districts as defined by the Zoning Regulations of the City of Norwalk.²

MOTOR VEHICLE — Per Section 14-1(59) of the Connecticut General Statutes, as amended.

MUFFLER — A device for abating Sounds ~~sounds~~, such as those produced by escaping gases.

MULTI-DWELLING-UNIT BUILDING — Any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple-family houses, townhouses, and attached residences.

MULTI-USE PROPERTY — Any distinct parcel of land that is used for more than one category

of activity. Examples include, but are not limited to:

- A. A commercial, residential, industrial or public service property having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either in the interior or on the exterior of the building, which may be a source of elevated Sound Levels ~~sound levels~~ at another category on the same distinct parcel of land; or
- B. A building, which is both commercial (usually on the ground floor) and residential property, located above, below or otherwise adjacent to.

NIGHTTIME HOURS — The hours between 8:00 p.m. and 7:00 a.m., Sunday evening through Friday morning, Friday evening, 8:00 p.m. through 8:00 a.m., Saturday morning and Saturday evening, 8:00 p.m. through 9:00 a.m. Sunday morning. Saturday Nighttime Hours ~~nighttime hours~~ apply to state and federal holidays.

NOISE — Any Sound ~~sound~~, the intensity of which exceeds the standards set forth in § 68-5B or C of this Chapter ~~chapter~~, or is otherwise not in conformance with the provisions herein.

NOISE CONTROL ADMINISTRATOR — The Mayor, Chief of Police, and Director of the Board of Health or Person(s) ~~person(s)~~ designated to oversee enforcement of this Chapter ~~chapter~~, to review and act upon applications for variances, and perform other duties specified herein.

NOISE DISTURBANCE — Any Sound ~~sound~~ which unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a Person ~~person~~, or which causes injury or damage to property or business.

NOISE-SENSITIVE ZONE — Any area designated by the Norwalk Board of Health as a "Noise Sensitive Zone" ~~"noise sensitive zone"~~ where Noise ~~noise~~ problems are likely to occur or known to exist. As a minimum requirement, said zone must include within its boundaries a school, hospital, house of worship, day-care center, nursing home, public library, environmentally sensitive areas, senior citizen center, residence or court.

PERSON — Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

PLAINLY AUDIBLE — Any Sound ~~sound~~ that can be detected by an investigator using his or her unaided hearing faculties of normal acuity. As an example, if the sound source under investigation is a portable or vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify Plainly Audible ~~plainly audible~~ Sound ~~sound~~. The investigator need not determine the title, specific words, or the artist performing the song.

PREMISES — Any buildings, structure, land, or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a Person ~~person~~. The emitter's Premises ~~premises~~ includes contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.

PROPERTY LINE — Either a) the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or commercial property; b) the vertical and horizontal boundaries of a dwelling unit that is part of a Multi-Dwelling-Unit Building ~~multi-dwelling-unit building~~; or c) on a multi-use property as defined herein, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed (e.g., if the multi-use property is a building which is residential upstairs and commercial downstairs, then the real Property Line ~~property line~~ would be the interface between

the residential area and the commercial area, or if there is an outdoor sound source such as an HVAC unit on the same parcel of property, the boundary line is the exterior wall of the receiving unit). Note: This definition shall not apply to a commercial source and a commercial receptor which are both located on the same parcel of property (e.g., a strip mall).

PUBLIC RIGHT-OF-WAY — Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a governmental entity.

RECREATIONAL VEHICLE — Any internal combustion-engine powered vehicle which is being used for recreational purposes.

RESIDENTIAL USE — Any property used for human habitation, unless the habitation is a condition of employment, including, but not limited to:

- A. Private property used for human habitation;
- B. Commercial living accommodations and commercial property used for human habitation;
- C. Recreational and entertainment property used for human habitation.

RESIDENTIAL ZONE — All City-owned property used for recreational or educational purposes and all residential districts and any commercial district when used for residential purposes, as defined in the Zoning Regulations of the City of Norwalk,³ and all uses permitted therewith either as a right or as a special use.

SITE WORK — Any activities involving the use of heavy equipment, including but not limited to hydraulic point breaking of rock, pavement breaking (jack hammering), pile driving, excavation, activities related to the processing of earth and rock, such as screening, splitting and crushing, removal of materials and filling.

SOUND — A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND LEVEL — The ~~Sound Pressure Level~~ ~~sound-pressure level~~ in ~~Decibels~~ ~~decibels~~ as measured with a ~~Sound Level Meter~~ ~~sound-level meter~~ using the A-weighting network. The level so read is designed "dB(A)" or "dBA."

SOUND LEVEL METER — An instrument used to take ~~Sound Level~~ ~~sound level~~ measurements and which should conform, as a minimum, to the American National Standards Institute Specifications for Sound Level Meters, S1.4-1984 (or subsequent revisions).

SOUND LEVEL METER CALIBRATOR — An instrument used to conduct field calibration checks of a ~~Sound Level Meters~~ ~~sound level meter~~, and which should conform, as a minimum, to the American National Standards Institute Specifications and Verification Procedures for Sound Calibrator, S1.40-2006 (or subsequent revisions).

SOUND PRESSURE LEVEL — Twenty times the logarithm to the base 10 of the ratio of the pressure of a ~~Sound~~ ~~sound~~ to the reference pressure of 20 micronewtons per square meter (20×10^{-6} Newtons/meter²), and is expressed in ~~decibels~~ ~~Decibels~~ (dB).

SOUND-PRODUCTION DEVICE — Any device whose primary function is the production of ~~Sound~~ ~~sound~~, including, but not limited to, any musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sound-amplifying equipment.

TOTAL SOUND LEVEL — The measured level which represents the sum of ~~Sound~~ ~~sound~~ from the source or sources under investigation for violation of this code and the ~~Ambient Sound~~ ~~ambient sound~~ sources, excluding any ~~Extraneous Sound~~ ~~extraneous sound~~, when measured on the property of an ~~Affected Person~~ ~~affected person~~ or at another specified location.

§ 68-4. Sound ~~Level~~ ~~level~~ measurement procedures; calculation of ~~Corrected Source Sound Level~~ ~~corrected source sound level~~.

For the purpose of determining ~~Sound Level~~ ~~sound level~~ as set forth in this ~~Chapter~~ ~~chapter~~, the following guidelines shall be applicable:

- A. All personnel conducting ~~Sound~~ ~~sound~~ measurements shall be trained in the current techniques and principles of ~~Sound~~ ~~sound~~ measuring equipment and instrumentation.
- B. Sound ~~Level~~ ~~level~~ ~~Meters~~ ~~meters and calibrators~~ used to conduct measurements shall conform to the definitions of this ~~Chapter~~ ~~chapter~~.

~~C. The sound level meter and calibrator shall be recertified annually by the manufacturer or at a laboratory accredited for such calibrations by either the American Association for Laboratory Accreditation or the National Institute of Standards and Technology.~~

~~D.C.~~ The general steps listed below shall be followed when conducting ~~Sound Level~~ measurements:

- ~~(1) The Sound Level Meter manufacturer's specific instructions for the preparation and use of the instrument shall be followed when taking Noise and Decibel level measurements.~~
- ~~(2) The Sound Level Meter shall be calibrated before and after each set of measurements.~~
- ~~(3) When measurements are taken out of doors, a windscreen shall be placed over the microphone of the Sound Level Meter, as per the manufacturer's instructions.~~
- ~~(4) Sound Level measurements shall be taken at a point that is located at least 1 foot within the Property Line of the Affected Person.~~
- ~~(+)(5) When conducting indoor Sound Level measurements, the measurements shall be taken at least 3 feet from any wall, floor, door, window or ceiling.~~

~~D. Sound Level Meter measurements are not necessary when Noise generated by a loud amplification device, will be in violation of this Chapter, if it is Plainly Audible when it can be heard at a distance of 100 feet from its source.~~

- ~~(2) A field calibration check of the sound level meter shall be conducted before and after each set of measurements. If the meter drifts by more than 0.5 dB between calibrations, all measurements taken since the last valid calibration shall be voided.~~
- ~~(3) When measurements are taken out of doors, a wind screen shall be placed over the microphone of the sound level meter as per the manufacturer's instructions. Wind speed measurements shall be taken at the sound measurement location, and sound measurements shall not be conducted when the wind speed exceeds 12 miles per hour. Measurements may be taken in a location where the microphone is shielded from excess wind speeds.~~
- ~~(4) The sound level meter shall be placed at an angle to the sound source as specified by the~~

manufacturer's instructions and at least four feet above the ground. It shall be so placed as not to be interfered with by individuals conducting the measurements.

- (5) ~~Unless otherwise specified in this chapter, sound level measurements or observations shall be conducted at or within the property line of an affected person, at any location or elevation on their property or within their premises that reasonably represents a location at which they may be exposed to the noise. This may include but is not limited to conducting measurements at an elevated balcony or bedroom window.~~
- (6) ~~The investigator shall survey the immediate vicinity of the source under investigation in order to confirm the identity of the source, and to select suitable locations for the measurement of the total sound level and the ambient sound level.~~
- (7) ~~Total sound level measurements shall be conducted at or within the property lines of the affected person, unless otherwise specified in this chapter. The location of outdoor measurements, at the discretion of the investigator, must represent a location on that property which would see regular use by the complainant during the day, or be within 25 feet of the residential structure at night. The sound level meter reading shall be noted during the period of observation, excluding extraneous sounds.~~
- (8) ~~When conducting indoor sound level measurements, the measurements shall be taken at least three feet from any wall, floor or ceiling and all exterior doors and windows may, at the discretion of the investigator, be closed. The configuration of the windows and doors shall be the same when measuring Total and ambient sound levels, and all sound sources within the dwelling unit must be shut off (e.g., television, stereo). Measurements shall not be taken in areas which receive only casual use such as hallways, closets and bathrooms.~~
- (9) ~~Ambient sound level measurements shall be conducted in such a manner as to quantify the contribution of the ambient sound sources to the location at which the total sound measurements were conducted. If sound from the source under investigation can reasonably be discontinued, these measurements shall be conducted at the same location at which the total sound level measurements were conducted, while the source under investigation is not operating. If sound from the source under investigation cannot reasonably be discontinued (per § 68-9B) then for purposes of enforcement of this code, the ambient sound level of a given location may be determined based upon measurements taken at a comparable site (which includes but is not limited to comparable physical locations and time of day) in the nearby area. The choice of an alternate location or time for these measurements must take into consideration the primary source(s) of ambient sound (e.g., a major roadway), and remain the same relative distance from that ambient sound source at the new measurement location when compared to the distance between the ambient source and the location at which the total sound level measurements were conducted, with traffic patterns relatively the same. The sound level meter reading shall be noted during the periods of observation, excluding extraneous sounds.~~

E. ~~The corrected source sound level shall be calculated by subtracting the ambient sound level from the total sound level, as per Table 1, below.~~

Table 1

Correction for Ambient Sound Levels- (dB)	
Difference between Total Sound Level and Ambient Sound Level (TSL-ASL) in dB	Correction Factor to be Subtracted from Total Sound Level to Calculate Corrected Source Sound Level
0-3	Source level $\leq$ Ambient sound level
4-5	2
6-9	1
10 or more	0

Procedure for Using Table 1

Step 1: Subtract the ambient sound level from the total sound level.

Step 2: Refer to Table 1 to determine the correction factor for the difference calculated in Step 1.

Step 3: Subtract the correction factor from the total sound level. The resultant number is the corrected source sound level.

F. Compliance determination shall be based upon the corrected source sound level.

- (1) No violation shall be based upon any exceedance that is the result of numerical rounding.
- (2) A violation shall only be confirmed if the corrected source sound level exceeds both the permissible sound level limits (Tables 1 and 3) and the measured ambient sound levels.

§ 68-5. Sound Level limits.

- A. No Person shall, except as provided in this Chapter, operate or cause to be operated any source of Sound from any use occupancy in such a manner as to create a Sound Level which exceeds the limits set forth in the use occupancy category in Table 12, when measured at or within the Property Line of the receiving property.
- (1) Continuous Sound. The limit in Table 12 may not be exceeded by incidents representing the normal, usual operation of the sound source, during any three or more sampling intervals, the duration of which shall be no less than 1/2 minute, within any one-hour period. If the total duration of the sound under investigation is less than 1 1/2 minutes, the requirement for a minimum of three measurements shall be waived.

Table 12 Maximum Permissible Sound Level Limits by Receiving Land Use [dB(A)]			
Residential Daytime	Residential Nighttime	Commercial 24 hours	Industrial 24 hours
Outdoors			
55	45	63	70

Indoors²¹

45

35

55

60

NOTE:

¹ ~~If the residential receptor is within a commercial or industrial zone, or within 200 feet of such a zone, the permissible sound level limits in Table 2 are increased by 5dB(A), and the daytime limits apply until 10:00 p.m.~~

¹² Indoor measurements shall only be taken if the sound source is on or within the same property as the receiving property, as in the case of a Multi-Dwelling-Unit Building ~~multi-dwelling-unit building~~ or a Multi-Use Property ~~multi-use property~~ (e.g., ~~Sound sound~~ generated within a commercial unit of a Multi-Use Property ~~multi-use property~~ building and received within a residential unit of the same building). In addition, indoor measurements shall be taken if the Property Line ~~property line~~ between the receiving property and the source property is a common wall, floor or ceiling.

(2) Impulsive Soundsound.

(a) ~~No person shall make, cause, allow or permit the operation of any impulsive source of sound which has a maximum sound level in excess of 80 dBA, when measured at or within the real property line of a residential receiver. At nighttime, if an impulsive sound is the result of the normal operation of an industrial or commercial facility and occurs more frequently than four times in any hour, the levels set forth in Table 2 shall apply.~~

(b)(a) During the Daytime, a measurement of Impulsive Sound shall not exceed 60dBA. During Nighttime, a measurement of Impulsive Sound shall not exceed the levels set forth in Table 1. ~~If measurements of impulsive sound are conducted indoors pursuant to § 68-5A(1)(2), the permissible limit is 60 dBA. At nighttime, if an impulsive sound is the result of the normal operation of an industrial or commercial facility and occurs more frequently than four times in any hour, the levels set forth in Table 2 shall apply.~~

(3) Commercial establishments serving alcohol or food, ~~or~~ presenting live or recorded musical performances or utilizing Sound-Production Devices shall also comply with the levels set forth in Table 1.

(a) ~~Notwithstanding any other provisions of this chapter, commercial establishments such as bars, restaurants, cabarets, or performance venues shall conform to the following standards:~~

~~[1] There shall be no sound production device on the exterior of the establishment or inside the establishment at a distance of less than 10 feet to an open door or window towards which it is oriented, without a permit.~~

~~[2] Sound production devices in commercial establishments shall not exceed any of the permissible sound level limits set forth in Table 3, below:~~

Table 3
Maximum Permissible Sound Level Limits Commercial Establishment Sound Production Devices

Facility Location	Time of Day	Sound Level Limit dB(A)		
		At a Distance of 10 Feet from Facility ¹	Property Line of Affected Person	Inside Residence of Affected Person
Washington Street Development District (WSDD)	Day ²	75	65	50
	Night	65	55	35 with WSDD Plainly audible in Any Other Zone
Any other commercial district	Day	70	60	40
	Night	60	50	Plainly audible

NOTES:

¹ Exterior of the building or the property line, whichever is further from the source. On Washington Street, this is at the approximate curbline (where there is on-street parallel parking).

² For the purposes of applying Table 3, with regard to WSDD only, daytime hours are extended up to:

- (a) 10:00 p.m. on Sunday through Wednesday;
- (b) 11:00 p.m. on Thursday; and
- (c) 1:00 a.m. on Friday, Saturday and the night before federal and state holidays.

B. Exclusions. These levels shall not apply to ~~Noise~~ ~~noise~~ emitted by or related to:

- (1) Natural phenomena.
- (2) Any bell or chime from any building clock, school or church.
- (3) Any siren, whistle or bell lawfully used by ~~Emergency Vehicles~~ ~~emergency vehicles~~ or any other alarm systems used in an ~~Emergency~~ ~~emergency~~ situation.
- (4) Warning devices required by OSHA or other state or federal safety regulations. This exclusion includes backup alarms so long as they are self-adjusting to ~~Ambient Sound Levels~~ ~~ambient sound~~ levels.
- (5) Noise created as a result of or relating to an ~~Emergency~~ ~~emergency~~.
- (6) Agricultural activities, when all internal combustion engines are equipped with a properly functioning ~~Muffler~~ ~~muffler~~.

C. Restricted uses and activities. The following shall be exempt from this ~~Chapter~~ ~~chapter~~, and these regulations are subject to special conditions as spelled out and to the general prohibition of

§ 68-6:

- (1) Excluding ~~Emergency Work~~~~emergency work~~, power tools, home maintenance tools, landscaping and/or yard maintenance equipment used by a residential property owner or tenant shall not be operated between the hours of 8:00 p.m. and 8:00 a.m., unless such activities can meet the applicable limits set forth in Table 12. At all other times, the limits set forth in Table 12 do not apply to noncommercial or nonindustrial power tools used for landscaping maintenance. All motorized equipment used in these activities shall be operated with a ~~Muffler~~~~muffler~~ and/or sound-reduction device.
- (2) Excluding ~~Emergency Work~~~~emergency work~~, power tools, landscaping and/or yard maintenance equipment used by nonresidential operators (e.g., commercial operators) shall not be operated on residential, commercial or industrial property between the hours of 6:00 p.m. and 8:00 a.m. on weekdays, or between the hours of 6:00 p.m. and 9:00 a.m. on weekend or state or federal holidays, unless such activities can meet the limits set forth in Tables 12 and 3. At all other times, Tables 12 and 3 do not apply. All motorized equipment used in these activities shall be operated with a ~~Muffler~~~~muffler~~ and/or sound-reduction device.
- (3) Self-contained, portable, nonvehicular music or sound-production devices shall not be operated on a public space or ~~Public Right-Of-Way~~~~public right-of-way~~ in such a manner as to be ~~Plainly Audible~~~~plainly audible~~ at a distance of 50 feet in any direction from the operator ~~during Daytime Hours~~~~between the hours of 8:00 a.m. and 10:00 p.m.~~ ~~During Nighttime Hours~~~~Between the hours of 10:00 p.m. and 8:00 a.m.~~, ~~Sound~~~~sound~~, operated on a public space or ~~Public Right-Of-Way~~~~public right-of-way~~, from such equipment shall not be ~~Plainly Audible~~~~plainly audible~~ at a distance of 25 feet in any direction from the operator.
- (4) Noise from snow removal equipment at any time shall be exempted, provided that such equipment shall be maintained in good repair so as to minimize ~~Noise~~~~noise~~, and ~~Noise~~~~noise~~ discharged from exhausts shall be adequately muffled to prevent loud and/or explosive ~~Noises~~~~noises~~ therefrom.
- (5) Noise created by any aircraft flight operations which are specifically preempted by the Federal Aviation Administration.
- (6) Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the City, including, but not limited to, parades, sporting events, concerts and firework displays.
- (7) Noise created by refuse and solid waste collection, provided that the activity is conducted during ~~Daytime Hours~~~~daytime hours~~.

- (8) Noise created by the normal and ordinary activities of the Department of Public Works or any taxing district utility, including but not limited to the following: street sweeping, snow and ice control, maintenance of the sanitary sewer collection system, maintenance of storm drainage systems, solid waste collection and disposal, maintenance of traffic control devices and operation of off-street parking facilities.
- (9) Noise created by public school ~~Construction~~~~construction~~.
- (10) Notwithstanding the ~~Sound Level~~ ~~sound level~~ limits found in Table 12, the permissible ~~Sound Level~~ ~~sound level~~ limit for residential HVAC equipment ~~during Nighttime Hours between the hours of 10:00 p.m. and 7:00 a.m.~~ shall be 50 dBA when measured as specified in § 68-4~~CD~~(6).
- (11) All interior and exterior burglar alarms of a building or ~~Motor Vehicle~~ ~~motor vehicle~~ must be activated in such a manner that the burglar alarm terminates its operation within five minutes for continuous airborne ~~Sound~~ ~~sound~~ and 15 minutes for intermittent ~~Sound~~ ~~sound~~ after it has been activated. At all other times the limits set forth in Table 12 do not apply.
- (12) The operation of a standby or portable generator is exempt from the limits in this ~~Chapter~~ ~~chapter~~ when there is a power outage affecting the subject property. The regular testing/ exercising of a generator must be conducted on weekdays (Monday through Friday) during ~~Daytime Hours~~ ~~daytime hours~~ and for the minimum duration suggested by the manufacturer. During such testing the ~~Sound Level~~ ~~sound level~~ limit shall be ~~60~~ ~~70~~ dBA at the ~~Property Line~~ ~~property line~~ of any ~~Affected Person~~ ~~affected person~~. The permissible limits in § 68-5A apply to the operation of generators tested outside of the prescribed hours or operated when there is no power outage affecting the subject property. No ~~Person~~ ~~person~~ shall at any time operate a generator during ~~Nighttime Hours~~ ~~nighttime hours~~ in a ~~Residential Zone~~ ~~residential zone~~ unless there is a power outage affecting the subject property. Generators used on a permitted ~~Construction Site~~ ~~construction site~~ may not exceed ~~60~~ ~~65~~ dBA at the ~~Property Line~~ ~~property line~~ of any ~~Affected Person~~ ~~affected person~~ during ~~Daytime Hours~~ ~~affected person~~. Unless a permit or variance is obtained, a generator shall not be used on a Construction Site during Nighttime Hours.
- (12) This does not apply to a power outage from loss of power resulting from nonpayment to the applicable utility.

§ 68-6. Prohibited activities.

- A. General prohibition. It shall be unlawful for any ~~Person~~ ~~person~~ to make, continue or cause to be made or continued any loud, unnecessary and unreasonable ~~Noise~~ ~~noise~~.
- B. The following activities are prohibited:
 - (1) Vehicle horns. No ~~Person~~ ~~person~~ shall at any time ~~Sound~~ ~~sound~~ any horn or audible signal device of a ~~Motor Vehicle~~ ~~motor vehicle~~ unless it is necessary as a warning to prevent or avoid a traffic accident.
 - (2) Emissions from stationary or idling mobile sources. No mobile source engine shall be allowed to operate for more than three consecutive minutes when the mobile source is not in motion except as follows:

- (a) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;
 - (b) When it is necessary to operate heating, cooling or auxiliary equipment installed on the mobile source when such equipment is necessary to accomplish the intended use of the mobile source;
 - (c) To bring the mobile source to the manufacturer's recommended operating temperature;
 - (d) When the outdoor temperature is below 20°F;
 - (e) When the mobile source is being repaired.
- (3) Exhaust discharge. No ~~Person person~~ shall discharge into the ambient air the blow-down of any steam vent of the exhaust of any stationary internal combustion engine or air compressor equipment, unless such discharge is through a ~~Muffler muffler as defined by § 68-3 of this chapter~~ or through an apparatus providing equal ~~Noise noise~~ reduction and that meet ~~Noise noise~~ level requirements identified in § 68-5B.
- (4) Construction. No ~~Person person~~ shall at any time operate ~~Construction Equipment construction equipment~~ on the ~~Construction construction~~ or demolition site or carry on any ~~Construction construction~~ or ~~Demolition demolition~~ during ~~Nighttime Hours nighttime hours~~, except in an ~~Emergency emergency~~ in the interest of public safety and then only with a permit from the Director of Health or his/her designee and subject to all other applicable rules and regulations provided by state and local law, and said permit may not exceed a period of three days.
- (5) Blasting. No ~~Person person~~ shall at any time carry on blasting between the hours of 5:00 p.m. and 8:00 a.m. except in an ~~Emergency emergency~~ in the interest of public safety and then only with a permit from the Director of Health or his/her designee and subject to all other applicable rules and regulations provided by state and local law, and the permit may not exceed a period of three days.
- (6) Site ~~Work work~~ or ~~Construction construction~~ or ~~Demolition demolition~~ activities.
- (a) After the appropriate permits have been obtained, ~~Site Work site work~~ or ~~Construction construction~~ and ~~Demolition demolition~~ activities utilizing ~~Construction Equipment construction equipment~~ on a ~~Construction construction~~ or demolition site in a ~~Residential Zone residential zone~~ or ~~Noise-Sensitive Zone noise-sensitive zone~~ shall be limited to the weekdays, Monday through Friday, other than state or federal holidays, from 8:00 a.m. to 5:00 p.m. During the permitted hours, such activities are exempt from the limits in § 68-5A.
 - (b) After the appropriate permits have been obtained, ~~Site Work site work~~ or ~~Construction construction~~ and ~~Demolition demolition~~ activities utilizing ~~Construction Equipment construction equipment~~ on a ~~Construction construction~~ or demolition site in a ~~Commercial Zone commercial zone~~ or ~~Industrial Zone industrial zone~~ shall be limited to weekdays, Monday through Friday, other than state or federal holidays, from 8:00 a.m. to 5:00 p.m. and on Saturdays from 10:00 a.m. to 3:00 p.m. During the permitted hours, such activities are exempt from the limits in § 68-5A.

- (c) All motorized equipment used in ~~Construction~~ ~~construction~~ and ~~Demolition~~ ~~demolition~~ activity shall be operated with a properly functioning ~~Muffler~~ ~~muffler~~. The exemptions in this provision shall not apply to sound-production devices (e.g., radios) used at a ~~Construction Site~~ ~~construction site~~.
- (7) Leaf blowers. No ~~Person~~ ~~person~~ shall at any time operate a leaf blower during ~~Nighttime Hours~~ ~~nighttime hours~~ in a ~~Residential Zone~~ ~~residential zone~~.
- (8) Nighttime in-house ~~Construction~~ ~~construction~~. No ~~Person~~ ~~person~~ shall carry on nighttime in-house ~~Construction~~ ~~construction~~ unless that ~~Construction~~ ~~construction~~ activity takes place solely within the structure and emits no ~~Sound~~ ~~sound~~ or ~~Noise~~ ~~noise~~ outside of the structure.
- (9) Igniting fireworks after 10:00 p.m. except by the City of Norwalk, or its designee, for the Independence Day celebration. Special permits must be obtained to ignite fireworks in the City of Norwalk.
- (10)-

§ 68-7. Motor ~~Vehicles~~ ~~vehicles~~ and Recreational Vehicles.

- A. All ~~Motor Vehicles~~ ~~motor vehicles~~ and Recreational Vehicles operated within the limits of the City of Norwalk shall be subject to the ~~Noise~~ ~~noise~~ standards and ~~Decibel~~ ~~decibel~~ levels set forth in the regulations authorized in Sections 14-80a-1a through 14-80a-10a, inclusive, of the Regulations of Connecticut State Agencies, as amended from time to time.
- B. No Sound amplifying devices or equipment on or within a Motor Vehicle, or a Recreational Vehicle, shall emit Noise in excess of the Decibel levels as specified in this Chapter.
- C. ~~Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that it is plainly audible at distance of 25 feet in any direction from the operator between the hours of 10:00 p.m. and 8:00 a.m.~~
- D. ~~Personal or commercial vehicular music amplification or reproduction equipment shall not be operated in such a manner that is plainly audible at a distance of 50 feet in any direction from the operator between the hours of 8:00 a.m. and 10:00 p.m.~~
- E.C. This section dealing with ~~Motor Vehicle~~ ~~motor vehicle~~ ~~Noise~~ ~~noise~~ shall be enforced by the Noise Control Administrator.

§ 68-8. ~~Recreational vehicles;~~ Loudspeakers ~~loudspeakers~~; sound-reproduction systems.

- A. ~~No person shall create or cause to be created any unreasonably loud or disturbing noise due to the operation of a recreational vehicle. A noise shall be deemed to be unreasonably loud and a violation of this chapter when the noise so generated exceeds the noise level standards set forth in § 68-5B or C.~~
- A. Operating, playing or permitting the operation or playing of any loudspeaker, sound-reproduction system, radio, television, phonograph or similar device which reproduces or amplifies Sounds in such a manner as to create a Noise Disturbance is prohibited. No Noise shall be emitted in excess of the Decibel levels as specified in this Chapter.
- B. The Norwalk Board of Health may designate Noise-Sensitive Zones where noise problems are particularly likely to occur and likely to cause unusual problems. Loudspeakers and public

address systems may be prohibited in such Noise-Sensitive Zones by the Norwalk Board of Health.

~~B.—The Norwalk Board of Health may designate noise-sensitive zones where noise problems are particularly likely to occur and likely to cause unusual problems. Loudspeakers and public address systems may be prohibited in such noise-sensitive zones by the Norwalk Board of Health.~~

~~C.—Operating, playing or permitting the operation or playing of any radio, television, phonograph or similar device which reproduces or amplifies sounds in such a manner as to create a noise disturbance is prohibited. Factors to be considered in determining whether a noise disturbance exists in a given situation include but are not limited to any or all of the following:~~

~~(1) The intensity of the noise under investigation, to be assessed at the location at which a disturbance is alleged to occur.~~

~~(2) Whether the noise has a characteristic nature that is unduly harsh, intrusive, or unnatural (e.g., squealing tonality or thumping bass), especially if accompanied by vibration perceptible to a human either in their limbs or torso, or in any structural component of their residence (e.g., rattling windows).~~

~~(3)C. The intensity of the ambient noise.~~

~~(4) The proximity of the noise source to a residence or the intrusion of noise into the residence, especially the sleeping quarters.~~

~~(5) The time of day or night the noise occurs.~~

~~(6) The existence of complaints concerning the noise from persons living or working in separate properties or dwellings who are affected by the noise.~~

~~(7) The nature of the zoning district in which the noise source is located, as well as that within 500 feet of the noise source.~~

§ 68-9. Inspections.

A. For the purpose of determining compliance with the provisions of this ~~Chapter~~chapter, the Noise Control Administrator is hereby authorized to make inspections of all ~~Noise~~noise sources and to take measurements and make tests whenever necessary to determine the quantity and character of ~~Noise~~noise.

~~B.—No person shall refuse to allow the Noise Control Administrator to perform reasonable sound testing on any device or devices when such inspection/investigation is based on probable cause. Reasonable sound testing on any device or devices includes but is not limited to requiring the temporary shutting down of said device or devices for the purposes of such testing except that upon showing that the inspection would produce a noticeable interruption of services that would cause discomfort to employees or customers or require a building engineer or other professional to work with the equipment, such authorized employee shall reschedule the inspection for a more convenient time.~~

~~C.~~B. In the event that any ~~Person~~person refuses or restricts entry and free access to any part of a ~~Premises~~premises or refuses inspection, testing or ~~Noise~~noise measurement of any activity, device, facility or process where inspection is sought, the Noise Control Administrator may

seek from the appropriate court a warrant without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring ~~Noise~~noise.

~~D.C.~~ It shall be unlawful for any ~~Person~~ person to refuse to allow or permit the Noise Control Administrator free access to any ~~Premises~~ premises when the Noise Control Administrator is acting in compliance with a warrant for inspection and order issued by the appropriate court.

~~E.D.~~ It shall be unlawful for any ~~Person~~ person to violate the provisions of any warrant or court order requiring inspection, testing or measurement of ~~Noise~~ noise sources.

~~F.E.~~ No ~~Person~~ person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized ~~Person~~ person while in the performance of his/her duties under this ~~Chapter~~ chapter.

§ 68-10. Penalties for offenses.

Any Person in violation of any of the provisions of this Chapter shall be fined in the amount of \$50 for their first violation; \$100 for a second violation occurring within 30 days of their first violation; and \$250 for each violation thereafter. Each day such violation continues shall constitute a separate offense. The Noise Control Administrator are authorized to issue violations of this Chapter.

~~A. This section governs the initiation of enforcement actions, the issuance of citations or summons for violations of this chapter, and the imposition of penalties for violations of this chapter.~~

~~B. If a person violates any provision of this chapter, or an order issued pursuant thereto, the Noise Control Administrator may issue a citation or summons, institute an action in a court of competent jurisdiction for injunctive relief, or any or all of them, to prohibit and prevent such violation or violations, in which event the matter shall proceed as a summary matter in a court of competent jurisdiction.~~

~~C. Fines.~~

~~(1) Any person violating any provision of this article may be punished as follows:~~

~~(a) First offense: Upon the initial violation, written warning notice that a violation has occurred shall be issued. No fine shall be imposed for the initial violation.~~

~~(b) Second offense: by a fine of \$100.~~

~~(c) Third offense and subsequent offenses: by a fine of \$250.~~

~~(2) Each day that a violation exists shall constitute a separate violation of this chapter. No more than one fine shall be imposed in one twenty-four hour period.~~

~~D. The Noise Control Administrator shall classify a violation as a "major" or "minor" violation for the purposes of issuing an enforcement document and compliance grace period. If compliance is achieved during the grace period, then no fine shall be levied. A violation shall be classified as a major violation if it is not deemed a minor violation. A violation, regardless of how intense, is deemed to be minor if:~~

~~(1) The violation is not the result of willful, reckless or grossly negligent conduct of the violator; or~~

- ~~(2) The activity or condition constituting the violation has not been the subject of an enforcement action against the violator in the immediately preceding 12 months; or~~
- ~~(3) The violation is not the result of the operation of a sound production device of any kind, with the exception of safety warning devices.~~
- ~~E. If the violation is deemed to be minor, the Noise Control Administrator shall notify the violator that the activity or condition must be corrected and compliance achieved within 30 days or less, at the discretion of the Noise Control Administrator, or any other reasonable period of time, not to exceed 180 days, to be determined based upon the nature, extent and impact of the violation and a reasonable estimate of the time needed to correct the violation. The violator may request, from the Noise Control Administrator, an extension of the compliance deadline, and the Noise Control Administrator may approve any reasonable request for an extension if the violator can demonstrate that a good faith effort has been made to achieve compliance. The Noise Control Administrator shall offer special consideration, during the six-month period immediately following final enactment of this chapter, for preexisting sound sources which will require physical plant modifications to come into compliance.~~
- ~~F. If the violation is deemed to be minor, the Noise Control Administrator shall notify the violator that if he/she achieves compliance within the period of time specified in the enforcement document, the Noise Control Administrator shall not seek to collect a fine from the violator for that violation.~~
- ~~G.~~
- ~~H. If, during the grace period, the sound emissions for which the violation has been assessed increase in duration or intensity, the Noise Control Administrator may revoke the grace period. In determining whether to revoke the grace period, the Noise Control Administrator may consider the following factors, including but not limited to: the relative increase in intensity; whether the change of sound emissions is directly related to ongoing sound abatement measures; and the anticipated duration of the increased sound levels.~~
- ~~I. If the violator does not correct a minor violation within the period of time specified in the enforcement document, the violation is reclassified as major, and the Noise Control Administrator may seek injunctive relief and/or a fine for a violation of this chapter. If the Noise Control Administrator has reason to believe that the violator is not acting in good faith during the grace period, they may conduct further investigations during that period, and if the violator has not achieved compliance within the period of time specified in the enforcement document, the Noise Control Administrator may prosecute any violations documented during the grace period.~~
- ~~J. If the violation is not deemed to be minor, it shall be classified as a major violation and the Noise Control Administrator shall notify the violator that he/she will not be allowed a period of time to correct the violation before a penalty is sought, and that he/she may be liable for a fine for that violation, and that the Noise Control Administrator may seek summary injunctive relief. The Noise Control Administrator shall offer special consideration, during the six-month period immediately following final enactment of this chapter, for preexisting sound sources which will require physical plant modifications to come into compliance.~~
- ~~K. Any claims for a fine may be compromised and settled based upon the following factors:~~
 - ~~(1) Mitigating or other extenuating circumstances;~~

- ~~(2) The timely implementation by the violator of measures which lead to compliance;~~
- ~~(3) The conduct of the violator; and~~
- ~~(4) The compliance history of the violator.~~

- ~~L. The owner of the property, or any person lawfully entitled to possess the property or manage a business premises from which the offending sound is emitted at the time the offending sound is emitted shall be jointly and severally liable for compliance with this chapter even if not present upon or in the property, and each shall be punished for its violation as shall the person or persons actually causing such sound. It shall not be a lawful defense to assert that some other person caused the sound. The lawful possessor, manager or operator in or on the property shall be responsible for operating or maintaining the property in compliance with this chapter, and penalties shall be applied to such person or persons as well as to the person or persons actually causing the sound.~~
- ~~M. Any owner, lessee, agent, supervisor, or other person in charge of operating, ordering, directing or allowing the operation or maintenance of any device or machine creating a nuisance noise as prohibited in this chapter, shall be deemed guilty of violating this article.~~
- ~~N. Nothing in this chapter shall be construed to abridge, limit or otherwise impair the right of any person to damages or other relief on account of injuries to persons or property, and to maintain any action or other appropriate proceeding therefor.~~

§ 68-11. Variances; promulgation of regulations; contracts.

A. Variances.

- (1) Any ~~Person~~ ~~person~~ living or doing business in Norwalk may apply to the Director of Health for a variance from one or more of the provisions of the ~~Chapter~~~~chapter~~, which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of ~~Noise~~~~noise~~, provided that the applicant supplies all of the following information to the Director of Health:
 - (a) Location and nature of activity.
 - (b) The time period and hours of operation of said activity.
 - ~~(c)~~ (d) The nature and intensity of the ~~Noise~~ ~~noise~~ that will be generated.
 - ~~(e)~~~~(d)~~ (d) Demonstration of public benefit.
 - ~~(d)~~~~(e)~~ (e) Any other information required by the Director of Health.
- (2) No variance from these regulations shall be issued unless it has been demonstrated that:
 - (a) The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations.
 - (b) The ~~Noise~~ ~~noise~~ levels generated by the proposed activity will not constitute a danger to the public health.
 - (c) Compliance with the regulations constitutes an unreasonable hardship on the applicant.

- (3) Following receipt and review of an application for a variance, the Director of Health shall fix a date, time and location for a hearing on such application.
 - (4) The Director of Health shall cause the applicant to publish at his/her own expense all notices of hearings and other notices required by law, including, but not limited to, notification of all abutters of record and property owners within 200 feet.
 - (5) Within 65 days of the receipt of the record of the hearings on a variance application, the Director of Health shall issue his/her determination regarding such application. All such decisions shall briefly set forth the reasons for the decision.
 - (6) The Director of Health may, at his/her discretion, limit the duration of any variance granted under this ~~Chapter~~chapter. Any ~~Person~~person holding a variance and needing an extension of time may apply for a new variance under the provisions of this ~~Chapter~~chapter. Any such application shall include a certification of compliance with any condition imposed under the proposed variance.
 - (7) The Director of Health may attach to any variance any reasonable conditions he/she deems necessary and desirable, including, but not limited to:
 - (a) Requirements for the best practical ~~Noise~~noise control measures to be taken by the owner or operator of the source to minimize ~~Noise~~noise during the period of the variance.
 - (b) Requirements for periodic reports submitted by the applicant relating to ~~Noise~~noise, to compliance with any other conditions under which the variance was granted or to any other information the Director of Health deems necessary.
 - (8) The filing of an application for a variance shall operate as a stay of prosecution, except that such stay may be terminated by the Director of Health upon application of any party if the Director of Health finds that protection of the public health so requires.
 - (9) In any case where a ~~Person~~person seeking a variance contends that compliance with any provision of these regulations is not practical or possible because of the cost involved either in installing ~~Noise~~noise control equipment or changing or curtailing the operation in any manner, he/she shall make available to the Director of Health such financial records as the Director of Health may require.
 - (10) A variance may include a compliance schedule and requirements for periodic reporting of increments of achievement of compliance.
 - (11) Failure to rule on the application in the designated time shall constitute approval of the variance.
- B. Any ~~Person~~person aggrieved by the decision of the Director of Health with respect to any variance may appeal to the Common Council within a period of 10 days of the reception of the Health Director's decision.
- C. The Director of Health is herewith authorized to recommend regulations from time to time not inconsistent with the State Public Health Code and/or the regulations of the State Department of Environmental Protection regarding ~~Noise~~noise which shall, upon approval by the Common Council and State of Connecticut Department of Environmental Protection, become effective therewith.

- D. Contracts. Any written agreement, purchase order or contract whereby the City of Norwalk is committed to an expenditure of funds in return for work, labor, services, supplies, equipment, materials, or any combination thereof, shall not be entered into unless such agreement, purchase order or instrument contains provisions that any equipment or activities which are subject to the provisions of this ~~Chapter~~ ~~chapter~~ will be operated, constructed, conducted or manufactured without violating the provisions of the ~~Chapter~~ ~~chapter~~.

§ 68-12. Severability.

If any clause, sentence, paragraph or part of this ~~Chapter~~ ~~chapter~~, or the application thereof to any ~~Person~~ ~~person~~, firm, corporation or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ~~Chapter~~ ~~chapter~~ and the application of such provision to other ~~Persons~~ ~~persons~~, firms, corporation or circumstances, but shall be confined in its operation to the clause, paragraph or part thereof directly involved in the controversy in which said judgment shall have been rendered and to the ~~Person~~ ~~person~~, firm, corporation or circumstances involved. It is hereby declared to be the legislative intent of this body that this ~~Chapter~~ ~~chapter~~ would have been adopted had such invalid provisions not been included.

§ 68-13. Conflict with other regulations.

In the event that provisions or standards of this ~~Chapter~~ ~~chapter~~ or adopted under this ~~Chapter~~ ~~chapter~~ shall conflict with regulations or standards set by the State of Connecticut Department of Environmental Protection, the ~~more strict~~ ~~stricter~~ standard shall apply.

All provisions of the zoning regulations of the City which are more stringent than those as set forth in this Chapter shall remain in full force and effect and shall prevail over inconsistent provisions in this Chapter.

§ 68-14. Word usage.

In construing this ~~Chapter~~ ~~chapter~~, masculine or neutral pronouns shall be substituted for those of feminine form and vice versa, and the plural of the singular and the singular of the plural, shall be substituted in any case which the context may require.

§ 68-15. When effective.

Any section of this ~~This Chapter~~ ~~chapter~~ shall ~~be take effect effective~~ 10 days following approval of any amendment by the City's Common Council by the Connecticut Department of Energy and Environmental Protection.⁴

Memo

To: Common Council and Public Safety and General Government Committee
From: Deputy Chief Melissa Lepore
CC:
Re: Common Council Authorization for Noncompetitive Procurement Justification Payment for the Traffic Logix Speed Signs Cloud Renewal Access and Data Storage
Date: November 20, 2025

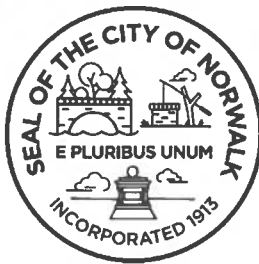
The NPD utilizes three Traffic Logix Speed Signs which are deployed around the City of Norwalk for traffic monitoring and enforcement purposes. The cloud access is essential to remotely retrieve, manage, and analyze speed and traffic data collected by the signs and the software. The justification behind the request for a noncompetitive procurement is continued use of the current hardware, software, and interface with cloud access and data retrieval (see attached). Traffic Logix is the sole provider of the proprietary cloud software.

The Bureau of Justice Assistance (BJA) awarded the City of Norwalk and the Norwalk Police Department funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX. The grant award was approved and accepted by the City during the January 14, 2025, Common Council Meeting (see attached). The JAG Grant permits the funding to be utilized to purchase the cloud-based data storage for the Traffic Logix speed signs.

The Norwalk Police Department is requesting payment from the JAG Grant (account #G0070) for the cloud access and data storage support by means of a noncompetitive procurement justification form in the amount of \$2367.00. This will complement three years of storage service with the remainder of the balance, \$933.00, funding available from account #0130265258. Payment not to exceed the total of \$3300.00 for 36 months of storage and access.

We are requesting the following authorization:

1. Authorize Mayor Harry W. Rilling to execute cloud renewal access with the Traffic Logix Corp. for continued use of the current hardware, software, and interface with cloud access and data retrieval beginning October 1, 2025 and ending September 30, 2028.
2. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to Traffic Logix Corp. utilizing JAG Grant account #G0070 based on the availability of funds not to exceed \$2367.00.
3. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to Traffic Logix Corp. utilizing NPD account # 0130265258 based on the availability of funds not to exceed \$933.00.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 10/15/25

DEPARTMENT: Police

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: \$3,300.00 MUNIS Account: G0070

VENDOR: Traffic Logix, 3 Harrie Lane, Spring Valley, NY, 10977

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	☐	Supports	
Purchasing Agent Name	☐	Does Not Support	Department Head Name
Date	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date

JUSTIFICATION:

This procurement justification is for Traffic Logix Cloud Renewal Access and Data Storage for three (3) radar speed signs currently owned and operated by the Norwalk Police Department. The existing cloud-based coverage has expired and this will extend the access through October 1, 2028. The three radar signs (model numbers: 24040310, 24040311, and 25030222) are all fully operational and are continuously deployed throughout the city for traffic monitoring and enforcement purposes. Cloud access is essential to remotely retrieve, manage, and analyze speed and traffic data from the devices. Traffic Logix is the sole provider of the proprietary cloud software and data storage services compatible with these radar signs. As the manufacturer, Traffic Logix is the only vendor capable of providing the necessary cloud access to maintain full functionality and data integration.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Pursuant to Department of Recreation and Parks Regulation § 1-9(6), the Director of the Recreation and Park Department submits the three regulations below for approval by the Common Council.

NOW, THEREFORE, BE IT RESOLVED THAT, BY THE COMMON COUNCIL OF THE CITY OF NORWALK APPROVE THE FOLLOWING:

1. Dogs shall be allowed off leash at Taylor Farm Park as long as the owner, keeper or person having charge of the dog is present and has it under command. The owner, keeper or person having charge of the dog must pick up after it.
2. Dogs shall be allowed at Oyster Shell Park only while on leash unless designated otherwise. Within Oyster Shell Park there shall be a designated enclosed area where dogs shall be allowed to run loose or roam off leash. After entering the enclosed area and closing the gate, the dog can be taken off leash and allowed to run loose or roam within the confines of the fenced in dog park as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the playground at Oyster Shell Park. The owner, keeper or person having charge of the dog must pick up after it.
3. Dogs shall be allowed on the trails at Cranbury Park while on leash or under voice control so as to not unreasonably interfere with the enjoyment of the Park by others. Within the confines of the dog park at Cranbury Park, dogs can be taken off leash and allowed to run loose or roam within its confines as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the Great Lawn, Playground, Tea Garden, Patios or Pavilion at Cranbury Park. The owner, keeper or person having charge of the dog must pick up after it.
4. Pursuant to Connecticut General Statutes § 22-357, all dog owners and/or keepers shall be liable for any and all damage or injury that their dog may cause or inflict. Further, if the dog owner and/or keeper is a minor, the parent or guardian of such minor shall be held liable for any such damage or injury.

This Resolution, adopted by the Common Council on January 14, 2025, shall take effect immediately upon enactment and shall remain in effect until or rescinded or modified.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-GG-04596-JAGX.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

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Quote Number QUO-50001-
WOM6S9
Created Date 10/16/2025
Expiration Date 01/01/2026

QUOTATION

Contact: Podgorski, Tomasz
Phone: 203-854-3074
Email: tpodgorski@norwalkct.gov

Norwalk Police Department

Shipping Address:
1 Monroe St.
Norwalk, Connecticut 06854
United States

Standard Features (Included)

- Cloud Renewal Access - Term indicated in years - Renewable on or before expiration

Special Notes

Radar Sign Coverage:

- Radar Signs (2): 24040310 & 24040311 – Effective October 1, 2025 through October 1, 2028
- Radar Sign (1): 25030222 – Effective June 1, 2026 through October 1, 2028

Billing Structure:

- \$2,400 for service coverage through September 30, 2026
- Remaining \$900 fee applied through October 1, 2028

New Consolidated Billing Cycle: October 1, 2028,

Quote Line Items – All Prices shown are in \$USD

Product	Product Code	Quantity	Sales Price	Total Price
Cloud Access-Radar Signs-LVL1-2Y-Renewal	WD-RFS-L1-2Y-R	1.00000	\$900.00	\$900.00
Cloud Access-Radar Signs-LVL1-3Y-Renewal	WD-RFS-L1-3Y-R	2.00000	\$1,200.00	\$2,400.00

Totals



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

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Quote Number QUO-50001-
W0M6S9
Created Date 10/16/2025
Expiration Date 01/01/2026

Subtotal	\$3,300.00
Discount	
Freight	
Sales Tax (if applicable)	\$0.00
Grand Total	\$3,300.00

Terms: 1% - 10 days – Net 30

We also accept: MC - VISA – AMEX – Credit card payments over \$10K will include an additional 2% convenience fee.

IF TAX EXEMPT: Please Provide Tax Exempt Certificate with Order

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

ksayed@trafficlogix.com
Khurom Sayed
Account Manager

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



DATE: November 24, 2025

TO: Economic & Community Development Committee & City Council

FROM: Jay Habansky, Chief of Economic & Community Development

REF: *Authorize the Mayor, Harry W. Rilling, to execute an Agreement with MaintStar, for Project #4435 – Community Development Software & Services, for an amount not to exceed \$500,000.00 to implement a new online permitting and licensing system. Acct. # 0926 3710 5777 C0731*

The Office of Economic & Community Development is seeking approval from the City Council to enter into an agreement with the preferred vendor, MaintStar, for its online permitting/licensing system.

The subject project was advertised in April 2025, seeking submissions from vendors interested in providing the requested services. At the closing of the RFP solicitation period in May 2025, the Purchasing Department received 11 total submissions from interested vendors.

An internal selection committee of staff who would utilize the new system was formed including, Building Code, Planning & Zoning, TMP, DPW, Health Dept, Fire Marshal, Rec & Parks, Police, Business Development & Tourism and Information Technology. Round 1 of scoring was completed at the end of July and a shortlist of qualified vendors was created. All 5 shortlisted firms were required to conduct all-day platform demonstrations throughout August. All departments had relevant staff attend demonstrations to ask questions and observe firsthand how each platform performed based on the city's needs. Ultimately, the selection committee felt most comfortable with selecting MaintStar as its preferred vendor based on the platform's capabilities and overall cost to the city (both short and long-term).

Once approved by the City Council, Corporation Council can engage the selected vendor to enter contract negotiations. When this stage is completed, the digital permitting system can be implemented.

We respectfully request that Common Council approve the requested authorization.

Jay Habansky, AICP
Chief of Economic & Community Development
City of Norwalk, Connecticut

MEMORANDUM

DATE: November 26, 2025

TO: City of Norwalk Common Council
ATTN: Economic Development Committee

FROM: Berry, Dunn, McNeil & Parker, LLC

SUBJECT: Project Development – RFP #4435 for Community Development Software and Services

In August 2024, the City of Norwalk (City) engaged our firm (BerryDunn) to conduct a current environment assessment, develop requirements and a request for proposals (RFP) for a community development software system and services, and help facilitate evaluation and selection.

In October 2024 through March 2025, BerryDunn met on-site and virtually with 15 City functional groups, resulting in As-Is Process Diagrams and a Current State Analysis and Recommendations Report. The diagrams and report identified a strong need for greater collaboration, automation, and transparency in community development processes that a software system might enable.

Along with the Purchasing Department, the IT Department, and the participating user departments, BerryDunn developed requirements and an RFP for a new software system and related services. The Evaluation Committee included representatives from Building and Code Enforcement, Business Development and Tourism, Health, IT, Planning and Zoning, Public Works, and Transportation, Mobility, and Parking. Many City staff dedicated time and insight into this process.

The City received 11 vendor proposals in response to the RFP. After reviewing proposals, the Evaluation Committee shortlisted five vendors for on-site demonstrations in August 2025. After cumulative scoring exercises based on technical proposals, demonstrations, and cost, the Evaluation Committee selected MaintStar, Inc. (MaintStar) as the preferred vendor to provide a community development software system and implementation services.

MaintStar provided a best and final offer letter and worksheet, which is attached as an exhibit to this memorandum. The worksheet includes cost details from MaintStar related to one-time professional services costs, ongoing software subscription costs, and other supplemental costs that the City will consider during the course of contract negotiations.

Questions related to the project can be directed to BerryDunn Project Principal Kevin Price (kprice@berrydunn.com), Project Manager Austin Nichols (austin.nichols@berrydunn.com), and Lead Business Analyst Joseph Bergeon (joseph.bergeon@berrydunn.com). It is a pleasure for our firm to have worked with the City on this project thus far, and we look forward to continuing to support the City during contract negotiations with the preferred vendor.

October 22, 2025

City of Norwalk

Ms. Sharon Conners, Purchasing Agent

P.O. Box 5125

Norwalk, CT 06856-5125

RE: RFP 4435 - Community Development Software & Services BAFO

Ms. Conners:

On behalf of MaintStar, I am pleased to submit our Best and Final Offer to the City of Norwalk. We have attached the following files with our response.

1. 4435 City of Norwalk CD RFP - BAFO Response Letter MAINTSTAR.pdf
2. 4435 City of Norwalk CD RFP - BAFO Attachment C (Option 1) MAINTSTAR.xlsx
3. 4435 City of Norwalk CD RFP - BAFO Attachment C (Option 2) MAINTSTAR.xlsx

MaintStar has included our LMS product and professional services under Tab 2, Subscription Services, on each pricing spreadsheet. Our lower annual subscription fee will save you more than \$125,000 over ten years. We do not propose time and materials pricing for professional services.

We offer our Data Extraction, Transform, and Load (ETL) services at a fixed rate of \$20,000, regardless of project duration, as outlined in the RFP. If the City or Berry Dunn would like to estimate an hourly rate, they can divide this amount by the preferred number of hours.

MaintStar responds to the City's questions as follows.

1. Does your firm have staffing contingency plans in the event that the implementation project manager or primary account representative is unavailable?

MaintStar does not anticipate an unavailable Project Manager or Regional Sales Manager. However, we have secondary and overlapping skilled staff available if these team members become unavailable. Our unified teaming methods, described on page 66 of our RFP response, are designed to reduce risks related to unavailable staff.

2. For BAFO Option 1, is your implementation approach capable of conducting activities (e.g., process review, user acceptance testing, training) with each department separately while retaining overall go-live for all modules?

MaintStar will implement with concurrent operations, executing multiple project areas and tasks simultaneously. Our professional services team confidently manages these parallel deployment activities, given their overlapping skill sets (index 4.1); see the skills assessment table on page 67 of our RFP response. For instance, the team includes three experts with over six years of training experience. If the project requires additional resources, the MaintStar Project Manager is fully authorized to request and coordinate personnel through MaintStar's Resource Manager.

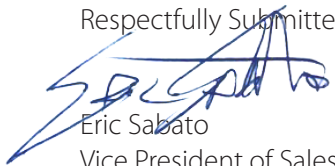
If the City wishes to pursue a phased implementation by case types, MaintStar has provided a pricing proposal on the Option 2 XLS. MaintStar pricing is firm fixed, not based on labor hours. The pricing between Option 1 and Option 2 remains similar.

3. For BAFO Option 2, please provide a narrative response related to your firm's recommended approach to, and experience with, a phased go-live of permits, licenses, and other records (e.g., building permits going live first, followed by other records such as health licenses or planning applications based on departments' readiness).

MaintStar Professional Services has considerable experience in the deployment of LMS/EAMS systems (12 systems in the last 12 months). Total duration and customer time spent is significantly reduced with a single cutover of all record types. MaintStar has also concluded that a single cutover reduces the total disruption to customer operations. Case types such as permitting, planning, and code enforcement interact frequently; a single cutover provides continuous and unified support for these interactions, streamlining their integration and ensuring smoother workflows. Other departments, such as finance and IT, and end-users, like those using the single public portal, benefit from one cohesive system transition.

As a Company Officer, I am pleased to submit MaintStar, Inc.'s BAFO proposal on your behalf. Our team is committed to providing a thorough and accurate document, with detailed responses to each question. Should you have any questions or need clarification, please feel free to reach out to me directly.

Respectfully Submitted,



Eric Sabato

Vice President of Sales

MaintStar

Enterprise Asset and Land Management Products

(800) 255-5675 office

eric@maintstar.com

cc:

Chris McCauley

Kate Offerdahl-Joyce

Austin Nichols

Joseph Bergeon



Subscription (SaaS) Cost Worksheet

Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a software as a service (SaaS) based application. The pricing should be based on the detailed functionality that the City requires for each functional area. All additional costs should be captured in the respective areas.

Vendors are responsible for completing all fields highlighted yellow where applicable, and reviewing totals prior to submission.

One-Time Costs Professional Services and Hardware Costs

	Costs	Vendor Notes (optional)
Professional Service Costs	\$69,500.00	System configuration and implementation
Project Management Costs	\$20,000.00	
Training Costs	\$9,500.00	40 hours online training
Software Customization Costs (Detail to be contained in responses to applicable requirements in Attachment B)	\$0.00	No software customization costs are required.
Data Conversion Costs (Detail to be contained in Attachment B - Data Conversion Tab)	\$20,000.00	Firm Fixed Price (FFP) for all data source ETL
Interface Costs (Detail to be contained in Attachment B - Interfaces Tab)		
Third-Party Hardware Costs		
Third-Party Services Costs (including training, etc.)		
Expenses (miscellaneous)		
Other (Specify in Vendor Notes)	\$19,500.00	Configuration of Electronic Plan Review
Other (Specify in Vendor Notes)	\$0.00	Custom Integration - Optional price in MaintStar Pricing
Other (Specify in Vendor Notes)		
Total One-Time Costs (Before Discounts)	\$138,500.00	
Amount Discounted (\$)		
Server and other Hardware Costs		
Server/database licenses (OS, SQL licensing, etc.)		
Additional Environments		
Additional Databases		
Total Discounted One-Time Costs	\$138,500.00	

	Costs	Vendor Notes (optional)
Estimated Travel Costs (not to exceed basis)	\$0.00	No travel anticipated

Recurring Subscription Costs

Subscription Frequency (Indicate whether monthly, quarterly, or annual basis)	Annual
--	--------

Vendor Comments on Subscription Costs	Configuration of Electronic Plan Review Custom Integration - Optional
---------------------------------------	--

Year 1 Subscription Costs (Year 1 = Commences at the date of contract signing)

Subscription Cost (Primary Software)	\$89,000.00
Third-Party Subscription Cost	\$0.00
Third-Party Subscription Cost	\$0.00
Total Subscription Cost (annual)	\$89,000.00
Amount Discounted (\$)	
Total Discounted Subscription Amount - Year 1 Subscription Fees	\$89,000.00

Recurring Subscription Fees - Years 2 - 10

	Rate of Increase over Prior Year (as a percentage)	Subscription Costs (as a dollar amount)	Third-Party Subscription Costs (as a dollar amount)	Vendor Comments
Year 2	5%	\$93,450.00	\$0.00	Add \$42,000 for all custom interfaces
Year 3	5%	\$98,122.50	\$0.00	Add \$42,000 for all custom
Year 4	5%	\$103,028.63	\$0.00	Add \$42,000 for all custom
Year 5	5%	\$108,180.06	\$0.00	Add \$42,000 for all custom
Year 6	5%	\$113,589.06	\$0.00	Add \$42,000 for all custom
Year 7	5%	\$119,268.51	\$0.00	Add \$42,000 for all custom
Year 8	5%	\$125,231.94	\$0.00	Add \$42,000 for all custom
Year 9	5%	\$131,493.53	\$0.00	Add \$42,000 for all custom
Year 10	5%	\$138,068.21	\$0.00	Add \$42,000 for all custom
Ten Year Subscription Cost		\$1,119,432.44		

Other In-Scope Costs (please specify the nature of these costs including whether they are one-time or recurring)

Cost	Notes
------	-------



Subscription (SaaS) Cost Worksheet

Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a software as a service (SaaS) based application. The pricing should be based on the detailed functionality that the City requires for each functional area. All additional costs should be captured in the respective areas.

Vendors are responsible for completing all fields highlighted yellow where applicable, and reviewing totals prior to submission.

Anticipated Future Upgrade Costs and Frequency Over 10-year Horizon (Licensing)	\$0.00	Upgrades included in annual recurring fee.
Anticipated Future Upgrade Costs and Frequency Over 10-year Horizon (Services)	\$0.00	Upgrades included in annual recurring fee.
Anticipated Future Upgrade Costs and Frequency Over 10-year Horizon (Other)	\$0.00	Upgrades included in annual recurring fee.
Other: (Please describe)		
Other: (Please describe)		
Other: (Please describe)		
Other: (Please describe)		
Other: (Please describe)		

Recurring Maintenance Costs (If Applicable)

Vendor Comments on Maintenance Costs	Included in single annual recurring fee.
--------------------------------------	--

Year 1 Maintenance Costs

(Year 1 = Commences at the date of contract signing. The City requests that Year 1 maintenance fees be waived until go-live of the system. If Year 1 fees are waived, please include the actual costs in rows 69-74, and discount at 100% in row 76)

Annual Maintenance - Year 1	\$0.00
Custom Modification Maintenance - Year 1 (if applicable)	
Additional Maintenance Fees - Year 1	
Third-Party Maintenance Fees - Year 1	
Ongoing Disaster Recovery Costs (if applicable)	
Ongoing Infrastructure/Hardware Upgrade Costs	
Total Recurring Maintenance Costs - Year 1	\$0.00
Amount Discounted (\$)	
Total Discounted Maintenance Costs - Year 1	\$0.00

Recurring Maintenance Fees - Years 2 - 10

	Rate of Increase over Prior Year (as a percentage)	Maintenance Costs (as a dollar amount)	Third-Party Maintenance Costs (as a dollar amount)	Disaster Recovery Costs (if applicable)	Ongoing Infrastructure/Hardware Upgrade Costs (if applicable)
Year 2		\$0.00			
Year 3		\$0.00			
Year 4		\$0.00			
Year 5		\$0.00			
Year 6		\$0.00			
Year 7		\$0.00			
Year 8		\$0.00			
Year 9		\$0.00			
Year 10		\$0.00			
Ten Year Maintenance Cost		\$0.00			

TOTAL TEN YEAR INVESTMENT

Total Discounted One-Time Costs (Cell B23)	\$138,500.00
Total Estimated Travel Costs (Cell B26)	\$0.00
Recurring Subscription Costs Years 1-10 (Cell B52)	\$1,119,432.44
Other In-Scope Costs (Cells B56:B63)	\$0.00
Recurring Maintenance Years 1-10 (Cell B90)	\$0.00
TOTAL TEN YEAR INVESTMENT	\$1,257,932.44

Optional Costs (Not in scope)

Hourly Rates for Professional Services

Hourly Rate for Training Services	\$180.00
Hourly Rate for Project Management Services	\$250.00
Hourly Rate for Custom Programming (Customizations, Integrations, etc.)	\$200.00

Optional/Complementary Services



Subscription (SaaS) Cost Worksheet

Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a software as a service (SaaS) based application. The pricing should be based on the detailed functionality that the City requires for each functional area. All additional costs should be captured in the respective areas.

Vendors are responsible for completing all fields highlighted yellow where applicable, and reviewing totals prior to submission.

Description of Services	Costs
Annual Cost for Additional Hosting Environment	\$9,500.00
On Site Training in lieu of Remote Training	\$7,000.00
See MaintStar Pricing for Optional Custom Interfaces	

Optional/Complementary Module Costs (please specify the nature of these costs including whether they are one-time or recurring)

Module Name	Recurring Maintenance/Subscription Costs	Implementation Costs	Licensing Costs (if applicable)



**125 East Avenue
Norwalk, Connecticut 06851**

MEMORANDUM

November 21, 2025

TO: Economic & Community Development Committee; Joshua Goldstein, Chairman

FROM: Steve Kleppin, Planning & Zoning Director *SK*

SUBJECT: Public Access to Historic Tax Assessment Field Cards

Utilizing both ARPA and Capital funds, the City began the process of digitizing our historic tax assessment field cards (1929, 1959, 1972 and 1983) approximately one year ago. Those field cards are used on a daily basis by City staff looking to better understand the history or legal status of a property and by the private sector, such as attorneys or appraisers looking for historic data on a particular property.

The scanning of those cards is complete. The last remaining step is developing an instruction sheet for accessing properties electronically, since the City switched nomenclature several times in the past. For example, properties were sometimes referenced by district, block, lot (D/B/L) and in another year, referenced by map, block and lot (M/B/L) and other times referenced by district, map, block and lot (D/M/B/L). So, navigating the cards might not be as straightforward as we'd like given the coding that was applied previously. Our contract with the scanning provider, Arc Document Solutions, was for City access and our intent is to have the documents publicly accessible for their convenience and also cut back on staff time. The total cost is an additional \$2,495 for public access, which will also be charged annually. The IT Department, through account 011370-5742, will cover the costs through their operating budget. Pending contract approval, we hope to have the documents publicly available by year's end.

We are also utilizing Arc to scan historic building permits and eventually historic zoning permits. To date, they have completed scanning building permits through the 1970's. Ideally, these scanned files, coupled with the new online permitting software and other city records will all be publicly accessible and easy to navigate.

For your convenience I have attached the modified proposal, which includes the original proposal with the addition of the public facing portion.

END

SKYSITE Archives

Proposal for:

City of Norwalk



Prepared by:

Uday Pathirana

ARC | Director – AIM Operations

M (410) 302-1927

udayanga.pathirana@e-arc.com

Date: 10/27/2025

SKYSITE Archives

Simple, secure storage of your archived business documents

SKYSITE Archives allows customers to empty document storerooms and move archived paper documents into the cloud, freeing up storage space, improving access, and protecting security of the documents.

Powerful search tools and online access ensure documents are available and shareable instantly, with just a few clicks; eliminating costly retrieval fees charged by physical storage companies.

- **Save time** – Immediately find documents and spend less time searching through paper or messy network storage locations.
- **Access files anytime, anywhere** – Remotely access files from anywhere, whether you are in the office, at home, or elsewhere.
- **Easily share files** – Share files directly from the application eliminating the limitations associated with sending files via email.
- **Security** – As a HIPAA compliant, cloud-based application, your information is better protected against cyber attacks, viruses and other security threats than local network storage.
- **Backed up and protected** – Your information is backed up, secure, and protected against natural disasters, such as fires, floods, loss, and unauthorized access.

What is included: Annual License Subscription

#	Service Description	QTY	Unit Price \$	Sub-total \$
1	Custom developments for SkySite Archives to facilitate the integration with Norwalk GIS Platform	1 Time Fee	\$7,500.00	\$7,500.00
2	Format the Index data and migrate 10,000 drawings to SkySite Archives	1 Time Fee	\$2,500.00	\$2,500.00
3	SkySite Archives Enterprise Edition – Annual Platform Fee for City of Norwalk (500 GB) • Includes Advanced Index Search Functionality • Global Context (OCR) Search and full-text content creation of standard file formats. • iOS and Android Apps are Included. • Includes 100 user accounts. Additional Storage (Optional): • Additional SkySite Archives Cloud Storage Ad-on - \$495 per Additional 100 GB	Per Year	\$9,995.00	\$9,995.00
4	Public Access to Collection	Per Year	\$2,495	\$2,495

Term: Start Date: MM/DD/YYYY

Total : \$22,490

Terms & Conditions

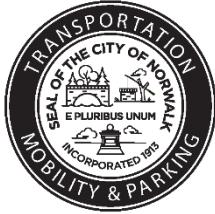
1. By signing this proposal, you are accepting the terms and conditions that are set forth in the SKYSITE Terms of Use available at: <https://www.skysite.com/terms-of-use/> ("Terms of Use") as the Customer.
2. If you are signing this proposal on behalf of an organization, you are agreeing on behalf of that organization. You represent that you have the authority to bind that organization and that your agreement to the Terms of Use constitutes the agreement of the organization that you represent.
3. Once signed, this proposal represents a binding commitment and is not subject to issuance of any further purchase orders, confirmations or other events.
4. Customer acknowledges that this proposal may not be canceled other than in accordance with the Terms of Use.
5. ARC reserves the right to invoice and receive payment for any remaining fees owed in the Term in the event of cancellation of service by the Customer.
6. This proposal, together with the Terms of Use, contains the entire agreement between the Customer and ARC regarding the products and services specified in this proposal. Any prior agreements, and/or communications, whether oral or written, related to the Customer's use of the products and services specified in this proposal are superseded.
7. If no Start Date is listed in the proposal, the Effective Date shall be the date of the signature below.

Customer Acceptance

Signature	
Printed Name: Aaron Ho Title: Assistant Civil Engineer / Department of Engineering	Customer Name: City of Norwalk
Email: aho@norwalkct.gov Phone: (203) 854- 7268	Billing Address: 125 East Avenue; PO Box 5125
Date	City, State, Zip: Norwalk, CT 06851

SKYSITE

12657 Alcosta Blvd, Suite 200
 San Ramon, CA 94583
 Tel: (855) 500-0660
[skysite.com](https://www.skysite.com)



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

REF: Authorize the Director of Transportation, Mobility, and Parking to amend the agreement with NYCONN Corporation for Traffic On-Call Services for an amount not to exceed \$175,000.00
Account 0923-4120-5777-C0232
0925-3750-5777-C0232

DATE: November 14, 2025

Memorandum

This request pertains to original agreement which was authorized by the Economic and Community Development Committee of the City Council on January 16, 2025, and by the City Council on January 28, 2025. While the agreement was for on-call services, the initial requested amount was mistakenly made for a current expenditure of \$21,572.32 without funds needed for future on-call emergency needs.

This amendment will increase the amount by \$175,000.00 to provide the Department with the ability to cover additional emergency traffic signal repairs and maintenance needs throughout the city for the remainder of the year. The amendment is necessary due to unanticipated emergency repairs and increased service demands at multiple intersections. These services are essential for maintaining safe and reliable traffic signal operations and ensuring a timely response to system malfunctions that could impact public safety and traffic flow.

I remain available to answer any questions that you have.

**CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
WITH
THE NY-CONN CORPORATION
FOR
TMP ON-CALL ENGINEERING SERVICES
TRAFFIC SIGNAL EMERGENCY SERVICES
PROJECT NO. 4400**

This Contract entered into this 7th day of May, 2025 (the "Effective Date"), 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 Harry W. Rilling, its Mayor, duly authorized, and **THE NY CONN CORP.**, a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at 5 Shelter Rock Road, Suite 8, Danbury, CT 06810, acting herein by Ross Rizzo, its President, duly authorized (hereinafter, the "Contractor"). The Contractor or the City may individually be referred to herein as the "Party" or collectively as the "Parties."

ARTICLE 1. WORK TO BE DONE

The Contractor shall furnish on an On-Call Basis 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 each Task Order (each, the "Project") issued under this Contract in the most substantial and workmanlike manner. The Work shall be performed in strict compliance with the Contract Documents as that term is defined in Article 3 hereof. As used herein, "On-Call" means Work requested by the City by way of a Task Order issued by the Director "or their representative" on an as and when needed basis. Each Task Order shall be in form and substance substantially similar to **Exhibit 1**, and once issued, the Task Order together with the Contract Documents shall constitute the agreement between the Parties with respect to Project which is the subject to the Task Order. With respect to all Task Orders, the Contractor shall comply with the audit and record keeping requirements in the RFP (defined in Article 3).

The City will compensate the Contractor based on the Unit Pricing in the Contractor's Proposal (defined in Article 3) for the satisfactory completion of each Project and of all of the Contractor's duties, obligations and responsibilities under this Contract relative to said Project, subject to additions and deductions as herein provided, the total sum not to exceed the amount set forth on the Task Order issued by the City, in the manner set forth herein and the Contract Documents, provided however, the total compensation paid under this Contract shall not exceed **TWENTY-ONE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS AND 32/100 CENTS (\$21,572.32)** in the aggregate during the Term of the Contract. "Darin, We need to be able to increase the amount if needed"

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 MaryJean Rebeiro, its duly authorized representative.

The Contractor hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has (or will, as applicable) investigated the nature, localities and Site of the Project 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 diligent 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 James Traves, Director of Transportation, Mobility and Parking, or his designee, 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 City's Invitation to Bid issue date August 30, 2024 (the "RFP"), a copy of which are respectively annexed hereto and incorporated herein as **Exhibits 2**; the Contractor's Bid Response dated September 19, 2024, a copy of which is annexed hereto and incorporated herein as **Exhibit 3** ("Contractor's Proposal"); the Insurance Rider, a copy of which is annexed hereto and incorporated herein as **Exhibit 4**; this written Contract, including all bonds and insurance certificates; the applicable Task Order the City of Norwalk General Conditions for Construction Rev. 12/10/2021 ("General Conditions"), as may be amended from time to time; the City of Norwalk Standard Details; any addenda to the general, special, technical or other specifications and conditions for the Project subsequently issued by the City; CT DOT Form 818 (as defined in the RFP); State Labor Department minimum wage rates; and all provisions required by law to be inserted in this Contract, whether or not physically inserted. The term "Site" as used herein shall refer to various geographic locations in Norwalk, CT where Work is to be performed by the Contractor under a Task Order issued under this Contract.

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 except as where otherwise expressly that an alternate order of precedence controls within the Contract Document.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The Contractor confirms that prior to commencing Work under a Task Order, it will carefully examined the 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 man-made, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done 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 Site, except as otherwise provided in the Task Order. 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 Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. TERM

A. This Contract shall commence upon the Effective Date and continue for a period three (3) years (the "Initial Term"). The City shall have two options to extend the Contract for two (2) consecutive period of one (1) year each (each, an "Extension Period" together with the Initial Term, the "Term") on the same terms and conditions of this Contract providing written notice thereof in advance of the applicable Extension Period.

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.

B. INTENTIONALLY OMITTED.

C. INTENTIONALLY OMITTED.

D. INTENTIONALLY OMITTED

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 Contract Document, 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.

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 on Unit Pricing (and Allowance, if applicable) set forth in the Contractor's Proposal. The procedure for processing payments for each Task Order 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; 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 to the extent that Unit Pricing is not applicable to this Contract. 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, (1) has been fully completed in accordance with the Contract Documents; (2) that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous payments have been paid in full; and (3) 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 on each Task Order (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 is in compliance with Section 109-13 of the General Conditions for a period of two (2) year from the date of final acceptance (e) the Contractor provides all required certifications that all Work, products and materials comply with Contract Document, and have been properly installed and/or incorporated into the Project in accordance with all applicable manufacturers' warranties; (f) all warranties for products, materials and equipment incorporated into the construction of the Project have been transferred assigned to the City; (g) 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; (h) all required Certified Payrolls acceptable to the City and the State of Connecticut Department of Labor; (i) final punchlist items have been completed to the satisfaction of the City; (h) a certificate of occupancy for the Project has been issued by the Building Department; and (j) 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.

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 a Task Order 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 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 and shall require its Trade Contractor and Subcontractors to do the same.

Without limiting the generality of the foregoing, the Contractor shall comply with The Code of the City of Norwalk Code, Chapter 34 entitled Requirements for Contracts with City. 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 Vice 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 - in any manner prohibited by the laws of the United States or of the State of Connecticut. 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. 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 and/or the State of Connecticut 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, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law or in equity, 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

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 Contractor Documents 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.

The City may further terminate the Agreement at any time for convenience and without cause and the Contractor shall be compensated for the Work completed through that date of termination as specified in the notice thereof.

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 Contract Documents, and shop drawings, 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 any of the Contract Documents, and/or shop drawings, 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 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, 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 of 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 of 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 Insurance Rider attached hereto and incorporated herein as **Exhibit 4**, 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 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.

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 hold harmless the City of Norwalk, and its respective officers, employees, servants, agents and representatives, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including reasonable 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/or 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, employees, servants, agents and representatives 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 other indemnified party, as specified in this Contract, pending a determination of the respective liabilities of the Contractor, the City, or any other 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 hold 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. BONDS >>>Intentionally Omitted>>>

ARTICLE 25. 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 26. WARRANTY

The Contractor hereby warrants to the City that all of the Work shall be performed in conformance with 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 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 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 other 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 27. NOTICE OF CLAIMS

Claims by the Contractor 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 Contractor 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 City 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 Contractor's information.

ARTICLE 28. 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: Transportation, Mobility & Parking
Attn: James Travers
City of Norwalk
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

With copies to: Finance Department
(For insurance purposes) City Hall, 125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125
Attn: Risk Manager

To the Contractor: Ross Rizzo
President
The NY Conn Corp.
5 Shelter Rock Road, Suite 8
Danbury, CT 06810

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.

ARTICLE 29. ELECTRONIC SIGNATURE

This Contract 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.

ARTICLE 30. EFFECTIVE DATE

The effective date of this Agreement shall be the date this Agreement is last signed by the Parties hereto which shall be the dated first set forth above in the introductory paragraph as the Effective Date.

IN WITNESS WHEREOF, this Contract has been executed 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:

Sally Johnson

Witness Sally Johnson

Irene F. Dixon

Witness Irene F. Dixon

CITY OF NORWALK

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

Date Signed: 5/2/25

Signed, Sealed and Delivered
in the Presence of:

[Signature]

Madhukar

THE NY CONN CORP

By: [Signature]
Ross Rizzo
Its President
Duly Authorized

Date: 5/2/2025

Date Signed: 5/2/2025

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: [Signature]
Assistant Corporation Counsel

Date: 5/7/2025

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: [Signature]
Chitsamay Lam, Comptroller
Karen Vitale, Deputy Comptroller

Date: 5.7.2025

CONTRACT FOR CONSTRUCTION SERVICES

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EXHIBIT 1

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:	4400
REQUESTING DEPARTMENT:	Transportation, Mobility and Parking (TMP)
DATE OF RFP ISSUANCE:	08/30/2024
TITLE OF RFP:	Transportation, Mobility and Parking (TMP) On-Call Traffic Signal Emergency Services
RFI/QUESTION DEADLINE:	2:00PM 09/10/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 09/19/2024
HARD COPY SUBMISSION DEADLINE:	N/A
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF RFP OPENING:	2:00 PM 09/19/2024
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 CONDITIONS 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 is requesting proposals from qualified traffic signal contractors to provide supplemental and emergency on-call services for City-owned traffic signal equipment and ornamental street lighting. 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 10, 2024.

6. SUBMISSION OF RFP

The City of Norwalk requires **electronic sealed submission** for this project in the City of Norwalk's BONFIRE portal.

All sealed electronic submissions must be submitted in Bonfire no later than September 19, 2024, at 2:00PM.

7. SUMMARIES

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

CITY OF NORWALK

PURCHASING DEPARTMENT

SPECIAL NOTES:

1. Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are NOT waived. Expenses for permits and inspections required by the City shall be billed at actual cost.
2. References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
3. Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
4. Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$500.00 per day.
5. Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents
6. **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

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

Proposer's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

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

CITY OF NORWALK

PURCHASING DEPARTMENT

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

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 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. RATE SCHEDULE: For evaluation purposes, an allowance of \$15,000.00 is provided. Contractor shall provide their acceptable mark-up fee. Total mark-up shall not exceed fifteen (15) percent of material cost.

All services shall be billed at the hourly rates included in the bid, which shall be all inclusive. No additional charges shall be made for overhead, profit, fuel, travel or incidental expenses.

ITEM	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL
TRAFFIC SIGNAL TECHNICIAN				
Scheduled Work (7AM – 4 PM)	30	Hours		
Emergency Rate	40	Hours		
LABORER				
Scheduled Work (7AM – 4PM)	24	Hours		
Emergency Rate	30	Hours		
OTHER ITEMS				
Bucket Truck	40	Hours		
Utility Truck (including tools)	40	Hours		
Material Mark-up *	\$15,000.00	Mark-up	(1.15 max)	
TOTAL				

**CITY OF NORWALK
PURCHASING DEPARTMENT**

B. CERTIFICATION

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

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

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

CITY OF NORWALK

PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

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

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

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK

PURCHASING DEPARTMENT

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

CITY OF NORWALK PURCHASING DEPARTMENT

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

9. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials

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

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

CITY OF NORWALK

PURCHASING DEPARTMENT

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 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.

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 Department of Transportation, Mobility and Parking (TMP) requests bids from qualified traffic signal contractors to provide supplemental and emergency on-call services for City-owned traffic signal equipment and ornamental street lighting. The City of Norwalk owns and operate over 80 traffic signals and maintains approximately 100 ornamental streetlights. The City's traffic signals contain a mixture of NAZTEC TS2/1 and 2070, **ATC Commander** controllers, Econolite and GridSmart video detection, AXIS PTZ network cameras, and Opticom preemption. Many of these traffic signals are connected to the City's fiber optic communication system.

2.2 Background

2.3 Scope of Services

The City has historically performed the vast majority of its own preventative maintenance and repair program, but at times, has been required to supplement City staff with additional help. In order to meet this need for emergency service, the City is proposing to obtain the services of a qualified Contractor to respond to an emergency service call with a service response crew within two (2) hours of being contacted, 24 hours per day, seven (7) days a week and a supplemental service call within 72 hours of being contacted.

The Contactor should have readily available and accessible all required tools, equipment, skilled labor, and materials necessary to perform the work during a typical signal malfunction in a workmanlike manner. In the case of a traffic signal knockdown, a natural or man-made disaster, or a significant equipment failure, the Contractor should have the ability to safely secure the site, either by returning the signal to full or temporary operation, or by safely removing any defective equipment posing a public safety liability and implementing a temporary traffic control plan approved by the TMP representative. No work in excess of \$7,500 shall be undertaken without written authorization except in the case of absolute emergencies where injury or property damage may result without prompt response.

All traffic signal work shall be performed in accordance with the latest City Traffic Signal Standards and the CT DOT Standard Specifications for Roads, Bridges and Incidental Construction, Form 817. All work performed or equipment/parts supplied by the Contractor shall be subject to the inspection and approval of the City. Failure to pass inspection per this agreement on any repair, maintenance, or service item will result in non-payment for that item until such time as the Contractor provides the item in an acceptable state to the City representative.

The Contractor shall have available and provide as needed adequately skilled personnel. The traffic signal technician assigned to the Contract shall preferably have International Municipal Signal

Association (IMSA) Traffic Signal Technician Level 2 certification or higher. When requested, the Contractor shall replace any personnel assigned to the contract whose performance is considered unacceptable to the City or the standards established per the proposal.

2.4 Audit

The Contractor agrees to maintain complete records of all direct labor hours worked by employees engaged in fulfilling this contract. Payment for work completed which is beyond the scope defined below is to be computed on the basis of actual hours worked, at a fixed rate per hour and all other costs, if any, payable by the City under this contract.

Such records shall be maintained in accordance with recognized commercial accounting practices so they may be readily audited. Contractor further agrees to permit the City of Norwalk to examine and audit these records and all supporting records at reasonable times. All payments, if any, made hereunder by the City of Norwalk, shall be subject to final adjustments as determined by such audit(s). Contractor shall retain all records for a period of not less than one calendar year after the completion date of this contract.

2.5 Record Keeping

Incidental to any and all services provided is the requirement to prepare and maintain a project schedule, provide monthly status reports and maintain proper record keeping. The initial project schedule for any particular engagement shall be included in the original scope of services agreed upon by the City and the Consultant for that particular engagement. The consultant is required to keep the project schedule current and revise it as appropriate and necessary, subject to approval by the City, throughout the course of the engagement.

The monthly status reports shall summarize the status of all projects for which the consultant is engaged. Information contained in the status reports shall include work and activities completed and/or undertaken during the current reporting period, identification and explanation of any work or activities anticipated within the previous status report that was not completed or undertaken, identifying, and explaining if appropriate, any significant happenings or milestones occurring during the current reporting period, relating the current status of the project to the current project schedule, updating the project schedule, if necessary, and identifying the work, activities, milestones, and significant happenings anticipated and/or planned for the upcoming reporting period.

Record keeping shall include maintaining complete and accurate records of all correspondence, submittals, reports, transmittals, logs, meeting minutes, drawings, results, requirements, and any other

written documentation or information generated or received by the consultant in the course of or related to the consultant's involvement in any engagement under the on-call contract. Such records shall be sorted and filed, separated by engagement and in chronological order, by the type of information contained, the task and/or stage of the project related to, and/or the generator and/or recipient of the document as is appropriate to the scope of the engagement and the volume of records being stored. The consultant shall ensure that the City receives copies, in a timely manner, of any such records as may be significant, or otherwise appropriate, to the City's oversight and/or involvement in the engagement and/or any work, relevant event or effect, or public expenditure associated therewith or otherwise related thereto. The consultant shall also endeavor to obtain a copy of any document that the consultant knows to, or has reason to believe may, exist which appropriately should be included in such records. In addition, the consultant shall make a log of, or otherwise appropriately note in writing, (and include in such records,) any significant verbal correspondence and/or visual, or any other, observance as appropriate.

All such records shall be stored in a secure location and in a manner that allows for convenient location and identification for as long as the consultant is required to maintain them. Records associated with an active engagement shall be stored in such a manner as to be readily accessible on demand. Such records shall be maintained by the Consultant for a minimum of six (6) years beyond the completion of the particular engagement. Upon completion of the project, the Consultant shall provide to the City copies of all such documents requested by the City, deemed appropriate for the City to possess for purposes of utilizing and/or maintaining any facilities completed in association with the engagement, interpreting or applying any deliverables generated through the engagement, and/or evaluating or auditing any work or tasks associated with the engagement.

2.6 Proposal Submission Format

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

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

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

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

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

1. **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. **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 and traffic certifications.

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

3. **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
4. **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
5. **Forms**: Fully Completed Section 1 – Response Forms

2.7 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	End of September/Early October 2024
Common Council Committee Review	October 2024
Common Council Review	October 2024

2.8 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
Qualifications and Experience: - Respondent must demonstrate adequate experience in the following areas: qualification, general experience and technical competence of the project team - Experience, resources, and technical expertise with similar type/size project - Feedback from References with projects similar in size & scope	20%
Overall Impression of Proposal Organization, clarity, conciseness, and thoroughness.	20%

Criteria	Weight
• Approach to the scope of services and statement of works • Proposed project schedule	
Additional Considerations (applicable only when not in conflict with state or federal guidelines) • Qualifications such as a SBE, DBE, MBE, WBE... • Interview/Presentation	10%
Cost Proposal: Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables (“milestones”) to be completed for each payment to be deemed earned.	50%
Total Possible Points	100

2.9 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.

2.10 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.

2.11 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.

2.12 Payment & Invoices

All invoices shall be in a format agreeable to the City of Norwalk (City). Invoices shall indicate breakdown of the weekly days and the hours worked. Overtime will be billed separately from the monthly service invoice. For purposes of this agreement, the work week shall commence with shifts beginning on or after 12:00am on Sunday and end the following Sunday at 12:00am.

Emergency rate applies to the hours between 4:00 PM and 7:00 AM Monday through Friday and all day on weekends and City holidays.

All services shall be billed at the hourly rates included in the bid, which shall be all inclusive. No additional charges shall be made for overhead, profit, fuel, travel or incidental expenses.

NOTE: Any hours not billed within the fiscal year will not be paid once the fiscal year has ended. The fiscal year is from July 1st to June 30th. Contractor billing submitted for services in the month of June will be accepted for payment no later than July 31st.

2.13 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

2.14 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

2.15 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 three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

There is no guarantee of any work or any amount of work for any year of the contract. The contract is subject to funding availability. The City is not liable for any pre-contractual expenses including but not limited to the cost of preparing a proposal, providing bonds and insurance, or any other expenses incurred by the Contractor prior to the notice to proceed and commencement of work.

2.16 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.

2.17 Duration of Proposals

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

2.18 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.

2.19 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

As a provider of Professional Services, the Consultant 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 Consultant's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Consultant; 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: With respect to all operations the Consultant 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 Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Consultant 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 Consultant shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Professional Liability: The Consultant shall provide Professional Liability Insurance covering errors and omissions. Such insurance shall be in an amount no less than \$1,000,000 each claim and \$1,000,000 Aggregate. Such insurance coverage shall remain in place for seven years after City's acceptance of Consultant's work, and if Consultant's insurance coverage is written on a "claims made" basis, such seven year requirement can be satisfied through a combination of an extended reporting period and tail coverage.

Acceptability of Insurers: The Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Consultant 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 Consultant's activities to be performed under this Agreement. Consultant'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: Consultant 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 Consultant 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 of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 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.

2.20 Sample Contract

SAMPLE CONTRACT

The following document is the City's standard Independent Contractor contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel. Additionally, the terms of the final contract may vary at the City's option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName»
FOR «Project»

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City"), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and «VendorName», a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the "Contractor").

WITNESSETH:

WHEREAS, the City is in need of «Notes» (the "Project"); and

WHEREAS, the City desires to retain the services of the Contractor 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 described herein 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 «ProposedDate», 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 «DepartmentHead», Department of «Department», 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 «VendorAuthorizer», «VendorAuthorizerTitle».

2. **SERVICES TO BE PERFORMED**

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. 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. Services will be requested on an as needed basis with no minimum or maximum scope.

B. The parties understand that Contractor is retained solely for the purposes of performing the Services described herein. The Contractor's relationship to the City and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The Contractor shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to City employees.

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 Contractor shall be compensated for its performance of this Agreement, a maximum amount not to exceed the sum of **«ContractBudgetInEnglish»(\$«ContractBudget»)** payable in accordance with the terms

of the Contractor's bid.

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 of work performed and the tasks completed. 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.

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 commence effective _____ and conclude on _____. The Contractor shall perform its Services throughout this period.

B. This Agreement shall remain in effect until the services required hereunder are fully completed to the satisfaction of the City, unless otherwise terminated by the parties hereto.

5. **TERMINATION AND SUSPENSION**

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.

6. **INSURANCE AND INDEMNIFICATION**

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 performance of its Services hereunder, 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.

The Contractor shall indemnify, defend and save harmless the City, its 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. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. 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. When the City shall have reasonable grounds for believing that:

(1) The Contractor will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) 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, or the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss, expense or damage 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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: «DepartmentHead», «DepartmentHeadTitle»
Department of «Department»
P.O. Box 5125
Norwalk, CT 06856-5125

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer», «VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorAddress2»
«VendorCity», «VendorState» «VendorZip»

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.

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

O. The Contractor represents to the City as follows:

i) That the Contractor is a legally existing corporation under the laws of its respective states 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 the Contractor 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; and

iv) That this Agreement 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.

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:

CITY OF NORWALK

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

Date signed: _____

Witnesses' signatures:

«VendorName»

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

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 Architect; 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 One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) 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 Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect'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.

SECTION 3 GENERAL INFORMATION

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

Document number 1002. <http://www.norwalkct.gov/documentcenter/view/868>

SECTION 4
NOT APPLICABLE

This section intentionally left blank

SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 04232024

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 04/23/2024 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>

EXHIBIT 2

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

The NY-CONN Corporation
Proposer's Name

5 Shelter Rock Road Suite 8
Street Address

Danbury	CT	06810
City	State	Zip

Business Telephone: (203) 744-9206

Email Address: rrizzo@nyconncorp.com

Ross J. Rizzo	President
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.	
	9/19/2024
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:

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - <u>The NY-CONN Corporation</u>		
Address - <u>5 Shelter Rock Road Suite 8, Danbury CT 06810</u>		
Phone - <u>(203) 744-9206</u>	Fax - <u>(203) 744-8461</u>	Email - <u>rrizzo@nyconncorp.com</u>
Manager - <u>Ross J. Rizzo</u>	Fed ID# <u>06-1285524</u>	

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. RATE SCHEDULE: For evaluation purposes, an allowance of \$15,000.00 is provided. Contractor shall provide their acceptable mark-up fee. Total mark-up shall not exceed fifteen (15) percent of material cost.

All services shall be billed at the hourly rates included in the bid, which shall be all inclusive. No additional charges shall be made for overhead, profit, fuel, travel or incidental expenses.

ITEM	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL
TRAFFIC SIGNAL TECHNICIAN				
Scheduled Work (7AM – 4 PM)	30	Hours	\$125.00	\$3,750.00
Emergency Rate	40	Hours	\$175.00	\$7,000.00
LABORER				
Scheduled Work (7AM – 4PM)	24	Hours	\$100.00	\$2,400.00
Emergency Rate	30	Hours	\$150.00	\$4,500.00
OTHER ITEMS				
Bucket Truck	40	Hours	\$75.00	\$3,000.00
Utility Truck (including tools)	40	Hours	\$60.00	\$2,400.00
Material Mark-up *	\$15,000.00	Mark-up	15% (1.15 max)	\$17,250.00
TOTAL			\$40,300.00	

**CITY OF NORWALK
PURCHASING DEPARTMENT**

B. CERTIFICATION

Submitted By: <u>Ross J. Rizzo - President</u>	Signature: 
Authorized Agent of Company (Name & Title):	
	Date: <u>9/19/2024</u>

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

Addendum #	<u>N/A</u>	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: 94	Part Time	Full Time
		2	92

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
SEE ATTACHMENT "A"			

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
N/A				

CITY OF NORWALK PURCHASING DEPARTMENT

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

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

7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) :	ELC.0186542 - E1
---	---

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

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.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

N/A

CITY OF NORWALK PURCHASING DEPARTMENT

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 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: Lawley Shoff Darby	Tel: (203) 354-6273
Agency Address: 488 Main Ave, Norwalk CT 06851	Email: afeeley@lawleyinsurance.com

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

The NY-CONN Corporation 5 Shelter Rock Road Suite B, Danbury CT 06810
Ross J. Rizzo President
(203) 744-9206 rrizzo@nyconncorp.com

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

The NY-CONN Corporation offers the expertise in Traffic Signal Installation, Civil road construction, Site Lighting, Roadway Illumination, Detection & Pre-Emption Systems, and Maintenance.

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 ☒

NY-CONN will utilize it's own Equipment

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

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

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

YES ☐ NO ☒

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

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

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

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

7. **Business Entity:** What is your business entity type?

**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

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

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

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

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

14. Information Security

a. Does your organization have written information security policies and procedures (WISP)? YES ☐ NO ☐

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

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

d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

15. Risk Management

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

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

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

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

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

- **Town of Greenwich, CT** #7609 Traffic Signal Maintenance
 - 2021 – Present
 - Ellen Mytych (203) 618-7610
- **City of Stamford, CT** #S-6890 On-Call Traffic Signal Maintenance Services
 - 2022 – Present
 - Stephen Frycz (203) 977-5675
- **Town of Wallingford** #21-023 Traffic Signal Electrical Services
 - 2024 – Present
 - Robert Baltramaitis (203) 294-2105
- **Town of West Hartford** #240007 Traffic Signal Maintenance Services
 - 2024 – Present
 - Rick Hyman (860) 561-7473
- **City of Norwalk** #3936 Transportation, Mobility, and Parking (TMP) On-Call Traffic Signal
Emergency Services
 - 2019 – Present
 - Fred Eshraghi (203) 854-7843
- **City of New Rochelle** #5706 Traffic Signal & Street Light Maintenance
 - 2024 – Present
 - Viki Trifari (914) 654-2068

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The NY-Conn Corporation

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

☐ Other (see instructions) **P**

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5 Shelter Rock Road - Suite 8

6 City, state, and ZIP code
Danbury, CT 06810

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

0 6 - 1 2 8 5 5 2 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person

Date **9/5/24**

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT 3

PROFESSIONAL SERVICES INSURANCE RIDER

The Professional Services Provider 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 Professional Services Provider's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Professional Services Provider; 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: With respect to all operations the Professional Services Provider 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 Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Professional Services Provider 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 Professional Services Provider shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Professional Liability: The Professional Services Provider shall provide Professional Liability Insurance covering errors and omissions. Such insurance shall be in an amount no less than \$1,000,000 each claim and \$1,000,000 Aggregate. If such insurance is written on a claims-made basis, the Professional Services Provider shall maintain such coverage continuously throughout the term of work for a period of three (3) 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 three (3) 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, Professional Services Provider shall be required to keep the coverage in effect for a duration of not less than three (3) years following acceptance of the work by the City.

Acceptability of Insurers: The Professional Services Provider'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 Professional Services Provider 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 Professional Services Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider's Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Professional Service Provider 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 Professional Services Provider's activities to be performed under this Agreement. Professional

Services Provider'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: Professional Services Provider 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 Professional Services Provider 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 of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 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.

EXHIBIT 4

Professional Services Task Order

Task Order No. ____

Task Order Date: _____, 2025

Subject to the Agreement by and between the **CITY OF NORWALK** and **THE NY CONN CORP.** (the “Contractor”) dated February____, 2025, for **Project No. 4400 On-Call Signal Emergency Services** (hereinafter referred to as the “Agreement”), the City hereby directs the Contractor to perform the professional engineering services specified in this Task Order in accordance with the Agreement and subject to the terms and conditions thereof.

1. **Project Description:** The Contractor shall perform the Services in accordance with the Plans attached hereto as Exhibit A.

2. **Scope of Services:** Defined in Exhibit A.

3. **Schedule:** The Project shall commence upon execution of this Task Order (“Commencement Date”) and completion within ____ days of the Commencement Date (“Completion Date”).

4. **Compensation:** The Fee for the Services under this Task Order is: _____.

5. **Special Conditions:**
- a. Assumptions.
 - b. Deliverables.
 - c. Information Provided by the City.
 - d. Specific Out of Scope Items.

6. **Engineer’s Standard Terms and Conditions.** It is the intention of the Parties that the Standard Terms and Conditions of this Task Order are set forth in the Agreement. In the event that the Engineer’s Proposal sets forth its Standard Contract Terms and Conditions within the Proposal, whether expressly or by incorporation, they shall be void *ab initio* unless accepted by the City’s Director of Transportation, Mobility and Parking by initialing each provision thereof so accepted by the City.

ISSUED AND AUTHORIZED BY:

City of Norwalk

By: _____
James Travers
Director of Transportation, Mobility and Parking
Duly Authorized

Date: _____

ACCEPTED AND AGREED TO BY:

The NY Conn Corp.

By: _____
Name: _____
Title: _____
Duly Authorized

Date: _____

AVAILABILTY OF FUNDS:

By: _____
City Comptroller/Deputy Comptroller

Date: _____

APPROVED AS TO FORM:

By: _____
City's Law Department

Date: _____



Transportation Mobility & Parking

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

To: Economic and Community Development Committee of the Common Council

From: Nell Blaszkiewicz – Traffic Analyst, Transportation, Mobility, & Parking

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking
Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, Transportation, Mobility and Parking

Subject: December 3rd, 2025, Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the Connecticut Department of Transportation (CT DOT) to accept grant funding under the Community Connectivity Grant Program.

Date: November 24, 2025

Dear Councilperson Goldstein,

TMP is pleased to announce that the City has been awarded \$800,000 through the 2025 Community Connectivity Grant Program (CCGP). The East Wall Street Streetscape Improvement Project expands the limits of the 30MM+ neighborhood revitalization to better connect the Historic Downtown to East Avenue and the Norwalk Town Green. The project will improve sidewalks, enhance lighting, establish continuous bike lanes and improve parking and accessibility to businesses, residences and public spaces. It will also allow for the construction of the corridor's first gateway arch, chosen and voted on by the community, and placemaking to calm traffic into the Downtown. Additionally, this project will ensure the improvements currently under construction on Wall Street/East Wall Street are extended to Complete East Wall Street, from Brook/Smith Street to East Avenue. The City plans to build on the neighborhood's momentum by finalizing the design, with input from the community, to advance the project to construction in 2026.

The City has a strong track record of delivering successful projects through the Community Connectivity Grant Program, including: (1) the *Norwalk Bicycle and Pedestrian Connectivity Project*, which created a 10.5-mile bike route around Norwalk—now the longest bike route along any state roadway—and introduced the City's first colored pavement markings for bike lanes and bus stops at Seaview Avenue and Fort Point Street. The success of this project has inspired similar improvements citywide; and (2) the *Hospital Hill Village District Safety Improvement Project*, which delivered a full intersection redesign and streetscape upgrade at Stuart Avenue and Stevens Street. Within just two years of receiving the award, TMP completed the project from design through construction, with a ribbon cutting held on October 28, 2025, to celebrate this achievement.

TMP looks forward to continuing its successful partnership with the Community Connectivity Grant Program.

Prior to completion of design, the City will hold public information meeting. Upon completion of the design activities, the city will submit a final submission package to the Connecticut Department of

Transportation. Once the Department of Transportation approves the final submission package, the city will issue a Notice to Proceed, enabling the advertisement of the invitation to bid package and award a contractor for the construction phase. Construction for this project is expected to begin in 2026.

- A. Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the Connecticut Department of Transportation (CT DOT) to accept grant funding under the Community Connectivity Grant Program.



TO: Land Use Committee, Norwalk Common Council

FROM: Moina Noor, President, Norwalk Public Library Board of Directors

DATE: October 23, 2025

RE: Request to Name the Library History Room in Honor of Ralph C. Bloom

Dear Members of the Land Use Committee:

On behalf of the Norwalk Public Library Board of Directors, I am writing to forward our formal request that the Norwalk Common Council name the Library's History Room at 1 Belden Avenue in honor of Ralph C. Bloom, pursuant to Section 27-1 et seq. of the Norwalk City Ordinance.

At our recent meeting, the Library Board of Directors voted unanimously to approve the following resolution:

RESOLVED, That the Board of Directors of the Norwalk Public Library requests that the Norwalk Common Council name the NPL's History Room at 1 Belden Avenue in Honor of Ralph C. Bloom, a living person, pursuant to Sec. 27-1 et seq. of the Norwalk City Code, in recognition of his significant contributions to the NPL and to the Norwalk Community for preserving and celebrating the history of the City of Norwalk.

Background and Justification

Ralph Charles Bloom was officially designated Norwalk Historian by the Common Council in 1988 and certified by the Connecticut Assembly in 1990 after serving 17 years in an unofficial capacity, a position he has held with distinction for nearly four decades. His contributions to the preservation and celebration of Norwalk's history are both extensive and extraordinary.

Mr. Bloom spearheaded the creation of the Library's History Room in 1972. Under his leadership, the Norwalk Museum's historical collection was merged with the Library's existing Local History Collection at 1 Belden Avenue. As a dedicated volunteer working among rows of artifacts and carefully preserved documents, Mr. Bloom transformed the History Room into a vital resource for residents, researchers, students, and history enthusiasts. His vision and tireless

efforts have ensured that our community's stories, records, and photographs remain accessible to present and future generations.

Mr. Bloom is the co-author of "Tintype to Snapshot: An Album of Victorian Norwalk," a comprehensive 190-page photographic history published in 1983. This work stands as an important documentation of Norwalk's Victorian era and reflects his deep commitment to preserving our city's visual heritage.

Mr. Bloom served as Administrator of the Norwalk Museum from 1997 to 2000, furthering his commitment to making Norwalk's history accessible to the public. His stewardship of the museum enriched the community's understanding of its past and fostered civic pride.

Throughout his tenure as City Historian, Mr. Bloom has been a tireless educator and advocate for historic preservation. His extensive knowledge spans Norwalk's industrial heritage—from pottery and hat manufacturing to oystering—and he has shared this expertise generously with the community. He played a significant role during the 1961 public hearings that ultimately saved the Lockwood-Mathews Mansion from demolition, a landmark that later received National Historic Landmark status. He also served as chairman of the Mayor's Committee for WPA Restoration, directing the restoration of historic WPA murals in Norwalk City Hall

Request

The Library Board of Directors respectfully requests that the Land Use Committee recommend to the full Common Council the naming of the History Room at 1 Belden Avenue in honor of Ralph C. Bloom. This honor would recognize Mr. Bloom's foundational role in establishing and maintaining the History Room and acknowledge his nearly 40 years of service as Norwalk's official City Historian. It would also celebrate his extensive contributions through scholarship, museum administration, and preservation advocacy

Mr. Bloom's life's work has profoundly enriched our community. The History Room he founded ensures that Norwalk's past remains a living resource for its future and will benefit our city for generations to come.

Thank you for your consideration of this request. I am available to provide any additional information or to discuss this matter further at your convenience.

Respectfully submitted,

Moina Noor
President, Norwalk Public Library Board of Directors

ARTICLE I

Naming

[Adopted 9-27-2011]

§ 27-1. Purpose.

The purpose of this article is to establish guidelines and formalize procedures when considering the naming or renaming of a City-owned or -controlled building or facility, or section thereof, administered under the responsibility charged to the Land Use and Building Management Committee of the Common Council, or its successor (hereinafter “Land Use and Building Management Committee”).

§ 27-2. Policy and considerations.

A. The primary consideration when naming a building or facility, or section thereof, should be to clearly identify the location and function for ease of access and to avoid confusion. A geographical description is preferred in the name. A public facility or part of a facility may be identified by naming in honor of an individual or group through use of a memorial plaque or similar commemorative inscription.

B. If a building or facility, or section thereof, is to be named in honor of an individual, it is generally required that such individual has made a significant contribution to the community through public service and deeds and is respected for their accomplishments and good conduct. Consideration shall be given to individuals who have made recent accomplishments and contributions, as well as individuals with historic ties to the City. An individual shall be deceased at least one year prior to the naming, unless the Common Council determines by a two-thirds majority plus one vote that a living individual or a person who has been deceased less than one year deserves the honor. Groups should not be in a position to influence the process by funding of past or future operations of the building or facility, or section thereof, and it is ultimately important for the City to avoid any perception of improper manipulation, special favor, vested interest, or endorsement of businesses, products or services.

§ 27-3. Procedure.

Naming of City buildings or facilities, or sections thereof, shall proceed as follows.

A. The proposed naming shall be placed on a Land Use and Building Management Committee regular meeting agenda for discussion and review. In the event that the building or facility, or section thereof, to be named is located at a City park, the proposed naming shall also be placed on the Recreation, Parks and Cultural Affairs Committee of the Common Council, or its successor, agenda for discussion and review, following which such committee shall report its recommendation to the Land Use and Building Management Committee.

B. A public hearing is required prior to forwarding the naming request to the full Common Council for approval. The hearing shall be held at a regular meeting of the Land Use and

Building Management Committee, and the scheduling of said hearing shall have been approved at a previous regular meeting by a majority vote of the Committee.

C. A two-thirds majority of the Common Council is required for the approval of the naming or renaming of a building or facility, or section thereof, except in the case where a living individual or a person who has been deceased less than one year is the honoree, in which case a two-thirds majority plus one vote is required.



William Hodel
Director of Facilities & Maintenance
hodelw@norwalkps.org
P: 203-854-4053 / F: 203-854-4005
125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: NPS – STUDENT LOCKER REPLACEMENT AT NATHAN HALE MIDDLE SCHOOL & PONUS RIDGE STEAM ACADEMY

DATE: NOVEMBER 24, 2025

The lockers currently serving the students at Nathan Hale Middle School & Ponus Ridge STEAM Academy are original to the school and are very narrow making it difficult to accept today's book bags and textbooks resulting in many complaints by students and parents. Additionally, numerous breakdowns have occurred and the lockers have reached the end of their useful life.

The City's Purchasing Department solicited requests for proposals aimed at student locker replacement at Nathan Hale Middle School & Ponus Ridge STEAM Academy. A total of three conforming bids were received to perform this work. After review of each bid response it was determined that Hertz Furniture Systems, LLC has been selected to perform this work. Hertz Furniture Systems, LLC is a firm that has served Norwalk Public Schools and the City of Norwalk well with furniture purchases and installation in the past and have served many other Connecticut municipalities as well.

FIRM	BID AMOUNT
Diversity Construction Group	\$598,000.00
Elite Storage Products, LLC	\$608,000.00
Hertz Furniture Systems, LLC	\$460,000.00

ACTION REQUESTED:

Review bid surrounding project #4472 for the student locker replacement at Nathan Hale Middle School & Ponus Ridge STEAM Academy and refer the following to the Common Council for action:

- Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Hertz Furniture Systems, LLC for the student locker replacement at Nathan Hale Middle School & Ponus Ridge STEAM Academy for a total not exceed \$460,000.00. Funds are available in Acct. 09255010 5777 CO722 and Acct. 09265010 5777 CO722.
- Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$46,000.00. Funds are available in Acct. 09265010 5777 CO722.

cc: Sandra Faioes, Nina Laria, Ayda Castillo, George Sevc, Alan Lo, JoAnn Acquarulo, Carleen Megaro

NORWALK PURCHASING DEPARTMENT

11/24/2025

RESPONSE SUMMARY - PROJECT #4472

Nathan Hale and Ponus Ridge Middle School Locker Replacement

Thank you for your response to our solicitation request. The following pages are a summary of the responses received.

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMSSION	BID AMOUNT
Yes	Diversity Construction Group	Yes	Yes	\$ 598,000.00
Yes	Elite Storage Products, LLC	Yes	Yes	\$ 608,000.00
Yes	Hertz Furniture Systems, LLC	Yes	Yes	\$ 460,000.00
	School Specialty Inc*	Yes	No	-

*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements



4472 - Nathan Hale and Ponus Ridge Middle School Locker Replacement

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
X Hertz Furniture	Nov 19, 2025 5:07 PM EST	Ari Steinman	bids@hertzfurniture.com	NzMwMzg0
School Specialty Inc	Nov 11, 2025 9:52 AM EST	Sarah Peterson	bidnotices@schoolspecialty.com	NzI0MjE2
X Elite Storage Products	Nov 20, 2025 10:36 AM EST	Samuel Yates	quote@elitestorageproducts.com	NzMwNjlx
X Diversity Construction Group, LLC	Nov 21, 2025 12:34 PM EST	James Keaney	Estimating@diversitycg.com	NzMxNjg3



CITY OF NORWALK
Alan Lo, Buildings and Facilities Director
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE & BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDING & FACILITIES DIRECTOR 
RE: MARVIN ELEMENTARY SCHOOL HVAC PROJECT STATE
PROJECT NO. 103-005-CONTRACTOR APPROVAL
DATE: NOVEMBER 24, 2025

On November 17, 2025, the City Council approved the following action VII, D, 8a & 8b:

- “a. Authorize the Mayor, Harry W. Rilling, to execute the Guaranteed Maximum Price (GMP) Amendment with Newfield Construction Group, LLC for the Marvin Elementary School HVAC improvement project in the amount of \$2,981,136.00. Funds are available in Acct. #09245010 5777 C0841.**
- b. Authorize the Office of Building Management to issue Change Order on Contract for a total not to exceed \$290,811.00. Funds are available in Acct. #09245010 5777 C0841.”**

Subsequent to the above approval, we learned that there was a typo on the trade bid number. SavMor, the mechanical contractor’s bid was \$2,645,000 while the GMP tabulation sheet mistakenly indicated the cost to be \$2,545,000. See below.



**GMP Amendment
Norwalk Public School HVAC IAQ Project 103-004 HVACN
Marvin Elementary School
Norwalk, CT
City Project 4470**

October 29, 2025

Actual Bid Value Value = \$2,645,00.00

Bid Package	Trade	Projected Trade Contractor	Bid Amounts No Alternates	Scope Review Complete	
02	Hazmat Contractor	Hazmat Contractor Allowance	150,000	Yes	
06	Prime Contractor	Serv-Mor Cooling & Heating, Inc.	2,545,000	Yes	
		Total Trade Bids	2,701,000		
	CM CONTINGENCY 1.50%		40,515		
	GL INSURANCE 0.10%		23,547		
	PERMIT FEE	State Education Fee and City Building Permit	in Trade		
	CM GENERAL CONDITIONS (see attached cost breakdown)		130,111		
	PRICING FEE		in owner's soft cost		
	CM BOND 0.75%		21,788		
	CM FEE 2.20%		64,173		
		Guaranteed Maximum Price (GMP)	2,961,136		

At this time, we would like to request a Technical Correction to reflect the actual bid amount of \$2,645,000 plus additional/related project costs. The proposed action shall read as follows:

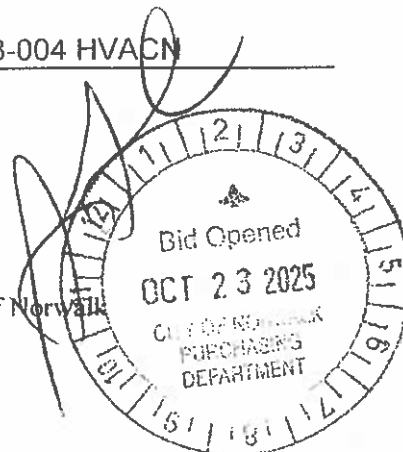
TECHNICAL CORRECTION: of City Council action on November 17, 2025, Item VII, D. 8a & 8b by correcting the typo in the GMP amount to properly reflect the actual bid amount. New action to read as follows:

- a. Authorize the Mayor, Harry W. Rilling, to execute the Guaranteed Maximum Price (GMP) Amendment with Newfield Construction Group, LLC for the Marvin Elementary School HVAC improvement project in the amount of \$3,086,483.00. Funds are available in Acct. #09245010 5777 C0841.
- b. Authorize the Office of Building Management to issue Change Order on Contract for a total not to exceed \$308,648.00. Funds are available in Acct. #09245010 5777 C0841.

**BID PROPOSAL FORM
PROPOSAL FOR BID PACKAGE**
BID PACKAGE NUMBER 23
BID PACKAGE TITLE Norwalk Public School HVAC IAQ 103-004 HVACN

City of Norwalk Project Number 4470
Norwalk Public School HVAC IAQ Project 103-004 HVACN
Marvin Elementary School
Norwalk, Connecticut

TO: Newfield Construction as Construction Manager for the City of Norwalk
C/o City of Norwalk
Norwalk City Hall – Purchasing Department Room 211
125 East Avenue
Norwalk, CT 06851


PROPOSAL OF: NAME Sav-Mor Cooling & Heating, Inc.
STREET 231 Captain Lewis Dr.
CITY Southington, CT 06489

I have received the "Bidding and Contract Requirements", for Bid Package

Prime Contractor No. 23

prepared by Newfield Construction Group, LLC, dated October 3, 2025, and the bid documents titled Norwalk Public School HVAC IAQ Project Marvin Elementary School 103-004 HVACN prepared by Consulting Engineering Services dated September 19, 2025 UON, as listed in the Contract Document Specifications, Table of Contents and Drawing List bound in the Contract Document Project Manual and Bulletins/Addenda numbered and dated as follows:

Addendum 1 Dated 10/20/25 Addendum _____ Dated _____

I have included the provisions of the above Bid Documents, Addenda and Bulletins in my bid. I have examined the bid documents and the existing site, and I herewith submit the following bid. I will furnish all labor, materials, equipment and services necessary to perform the work required by the bidding documents and will take in full payment therefore the lump sum price of:

Lump Price Including Allowances:

Two Million Six Hundred Forty-Five Thousand Dollars

\$ 2,645,000.00



225 Newfield Avenue
Hartford, CT 06106
860-953-1477
Fax 860-953-1712

Exhibit 5
GMP Amendment

November 20, 2025

Mr. Alan Lo, Building and Facilities Manager
City of Norwalk
125 East Avenue
Norwalk, CT 06856

RE: Norwalk Public School HVAC/IAQ Project 103-004 HVACN
City of Norwalk Project #4470
Marvin Elementary School
Trade Contract Awards, Guaranteed Maximum Price (GMP)

Dear Alan,

Newfield Construction Group, LLC ("CMR") hereby submits to the City of Norwalk, Connecticut ("Owner") this document regarding Final Contract Amendment Guaranteed Maximum Price (GMP) for trade bid package id Package 02 Hazmat and Package 06 Prime Contractor for the construction of the aforementioned project, in accordance with the CMR Agreement dated March 28, 2025, ("Agreement"). This document includes the requested items indicated in the Table of Contents below.

Table of Contents

- a. GMP Amount
 - i. GMP Recapitulation
 - ii. GMP General Conditions and Reimbursables
 - b. List of Drawings and Specifications
 - c. Allowances
 - d. Clarifications and Assumptions
 - e. Unit prices
 - f. Alternates
 - g. Project Schedule
 - h. Formal Recommendation for Approval of Listed Trade Contractors
- a. **GMP Amendment Amount – See attached breakdown**
- The GMP Amendment amount is Three Million Eighty-Six Thousand Four Hundred Eighty-Three Dollars, \$3,086,483.00.
- b. **List of Drawings and Specifications - See attached**
 - c. **Allowances - See attached (allowances are included in GMP)**
 - d. **Clarifications and Assumptions - See attached**
 - e. **Unit Prices - See attached**
 - f. **Alternates - See attached (alternates are not included in GMP)**
 - g. **Project Schedule - See attached**

h. Recommendations for Approval of Listed Trade Contractors

Pursuant to the attached bid tabulation Newfield Construction has conducted scope reviews with the apparent low qualified bidders for bid package work required to be performed. We recommend for award the following qualified low Bidders:

Bid Package 02	Hazmat Contractor	TBD
Bid Package 06	Prime Contractor	Sav-Mor Cooling & Heating, Inc.

In light of the above Newfield Construction requests the GMP package be approved so the work can be contracted and scheduled.

Should you have any questions please feel free to contact this office.

Respectfully submitted,



Michael D'Angelo
Project Executive
Newfield Construction Group, LLC



GMP Amendment
Norwalk Public School HVAC IAQ Project 103-004 HVACN
Marvin Elementary School
Norwalk, CT
City Project 4470

November 20, 2025

Bid Package	Trade	Projected Trade Contractor	Bid Amounts No Alternates	Scope Review Complete	
02	Hazmat Contractor	Hazmat Contractor Allowance	156,000	Yes	
06	Prime Contractor	Sav-Mor Cooling & Heating, Inc.	2,645,000	Yes	
		Total Trade Bids	2,801,000		
	CM CONTINGENCY 1.50%		42,015		
	GL INSURANCE 0.82%		24,380		
	PERMIT FEE	State Education Fee and City Building Permit	in Trades		
	CM GENERAL CONDITIONS (see attached cost breakdown)		130,111		
	PRECON FEE		in owner's soft cost		
	CM BOND 0.73%		22,536		
	CM FEE 2.20%		66,441		
		Gauranteed Maximum Price (GMP)	3,086,483		



CITY OF NORWALK
Alan Lo, Buildings and Facilities Director
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES DIRECTOR

RE: **MARVIN ELEMENTARY SCHOOL HVAC PROJECT STATE
PROJECT NO. 103-005-CONTRACTOR APPROVAL**

DATE: OCTOBER 28, 2025

In 2022, the State created a school HVAC (Heating Ventilation and Air Conditioning) improvement program. Typically, facility repairs and replacement work are not eligible for reimbursement by the State. However, this program offers an opportunity for communities to receive State reimbursement at their normal reimbursement rate. With the recent State Special Legislative action, the City's current reimbursement rate is 60%.

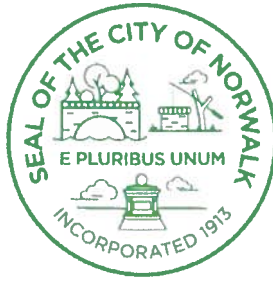
In December of 2023, the City submitted 6 projects to the State for the second round of HVAC improvement program. These HVAC projects include Brien McMahon, Brookside, Marvin, Silvermine, Naramake and Rowayton schools. The Marvin School was estimated and approved at \$4,125,212.00.

After the States approval of the Silvermine project the City issued a RFP for construction management services which the City received (2) responses, one from Gilbane Building Company and one from Newfield Construction. It was determined that Newfield Construction was the most responsible qualified respondent and was approved by the Common Council on February 11, 2025. After Newfield was approved they began reviewing the documents produced by the design engineering firm and created bid packages for the various aspects of work involved with this project. Newfield, in conjunction with the City's Purchasing Department, then publicly issued bid documents for the various trade contractors in April of 2025. The bids came in over budget, and it was determined that the City was not in the position to implement this project during the summer of 2025. Subsequently, the project team worked with the design engineers to redesign the project and issued new bid documents for bids in October 2025.

Bids were received on October 23, 2025, and scope review meetings occurred with the low bidders to ensure each bidder included the correct scope of work. Once the scope reviews were completed Newfield then compiled the Guaranteed Maximum Price for this project which is hereby presented below for approval.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute the Guaranteed Maximum Price (GMP) Amendment with Newfield Construction Group, LLC for the Marvin Elementary School HVAC improvement project in the amount of \$2,981,136.00. Funds are available in Acct. #09245010 5777 C0841.**
- b. Authorize the Office of Building Management to issue Change Order on Contract for a total not to exceed \$290,811.00. Funds are available in Acct. #09245010 5777 C0841.**



Contract Staff Summary

Department/Staff Contact	Public Works Wilber Giron x47801
Common Council Committee	Public Works Committee
Date Approved by Committee	12-2-25
Purpose/Scope	Acceptance of a Sidewalk Easement @ 467 Connecticut Avenue
Vendor (Indicate if new or existing vendor)	Toll Brothers
Term of Contract	
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	
Additional Information/Other Details	

MEMORANDUM

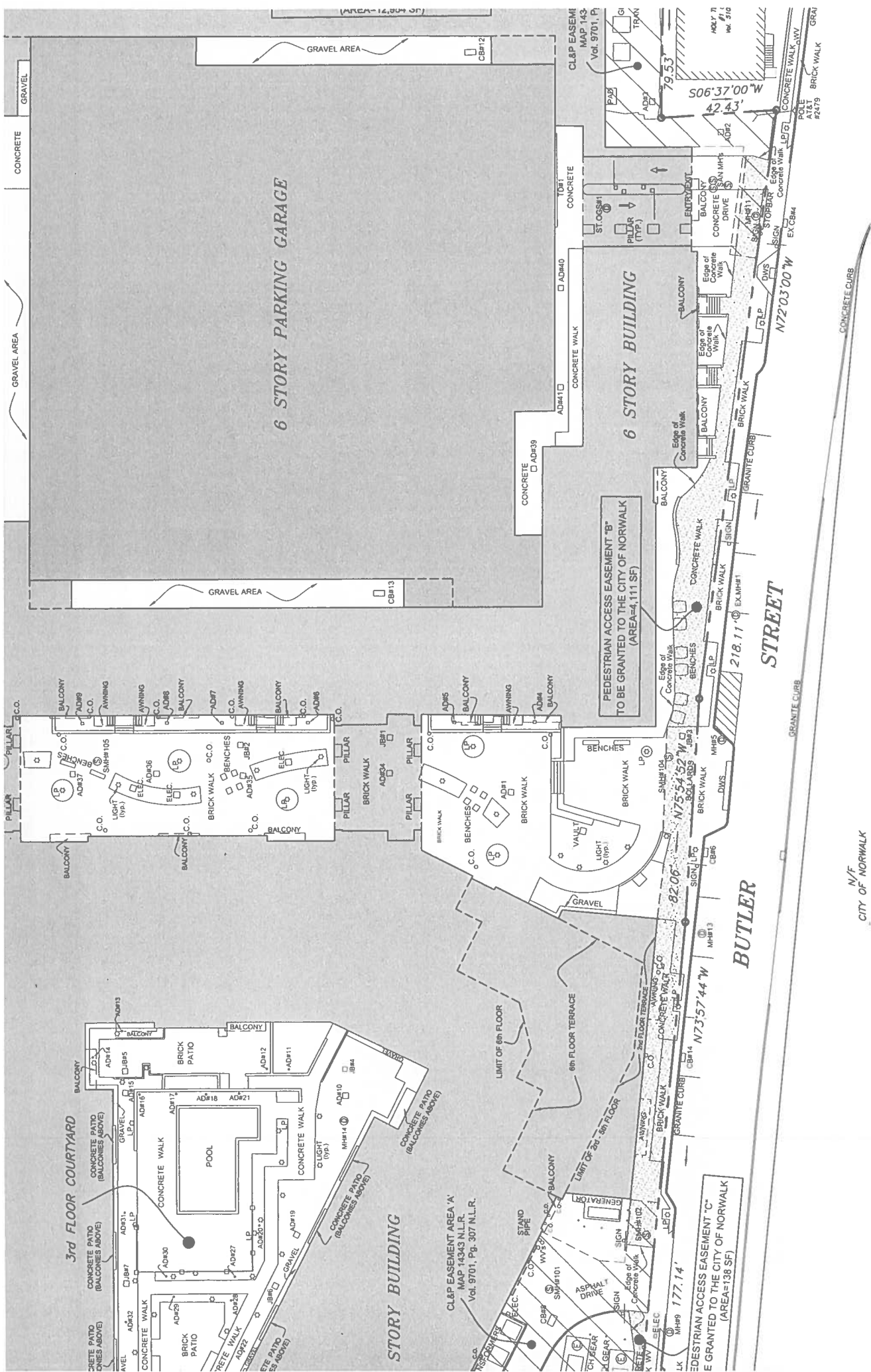
TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: Darin Callahan – Assistant Corporation Counsel
FROM: Wilber Giron, P.E. – Permit Engineer
RE: Acceptance of Sidewalk Easement – 467 West Avenue
DATE: November 24, 2025

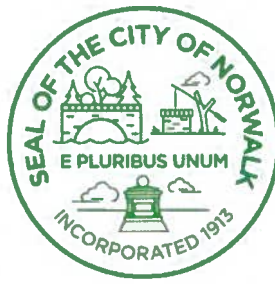
As part of the Site Plan Review process for the development at 467 West Avenue, the Department of Public Works (DPW) required the construction of new sidewalk improvements along the project frontage. These improvements were designed to enhance pedestrian safety and accessibility, with portions of the sidewalk extending onto private property.

Because sections of the sidewalk are located outside the public right-of-way, a permanent easement in favor of the City is necessary to ensure continued public access. DPW staff, in coordination with the City's Corporation Counsel, has been working closely with the developer, Toll Brothers, to finalize the required easement documents and associated mapping. Once completed, the easement will be recorded in the land records to formally establish the City's rights to the sidewalk area. The easement boundaries are depicted on the attached survey prepared by Redniss & Mead.

Accordingly, I respectfully request that the following item be added to the Public Works Committee agenda for the meeting scheduled on December 2, 2025:

1. Authorize the acceptance of a sidewalk easement in favor of the City of Norwalk at 467 West Avenue.





Contract Staff Summary

Department/Staff Contact	Department of Public Works
Common Council Committee	Public Works Committee
Date Approved by Committee	March 12, 2024
Purpose/Scope	An extension of the PM2024-2 Permanent Roadway Repairs and Surface Restoration Agreement for one additional year, as permitted under the original contract. The extension, contingent on budget availability and approvals, would not exceed \$5250,000, based on restoration fees collected for 2025 road work.
Vendor (Indicate if new or existing vendor)	Burns Construction Company, Inc.
Term of Contract	One (1) year
Method of Procurement (Indicate if sole source)	Apparent Low Bidder
Cost of Contract	Base Contract: \$626,607.50. 10% Contingency: \$62,660.75 1 st Amendment: \$350,000.00 2 nd Amendment: \$525,000.00 2 nd Amendment Contingency: \$52,500.00
Funding Source/Account Number	03 00 00 2602
Additional Information/Other Details	2nd Amendment

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 – 2nd Amendment
DATE: November 25, 2025

As outlined in the original agreement, the Department of Public Works (DPW) retains the option to extend Contract PM2024-2 – *Permanent Roadway Repairs and Surface Restoration* – for up to two (2) additional one-year terms, subject to budget availability and required approvals.

DPW has previously exercised the first extension, which carried the contract into 2025. In accordance with the contract provisions, I am requesting approval to execute the second and final one-year extension, in an amount not to exceed \$525,000.00. This extension is supported by restoration fees collected for roadway work performed during 2025.

Accordingly, I respectfully request that the following item be placed on the agenda for the December 2, 2025, Public Works Committee meeting:

1a.) Authorize Mayor Harry W. Rilling to execute the Second 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, in an amount not to exceed \$525,000.00.

Account No.: 03 00 00 2602

1b.) Authorize the Chief of Operations and Public Works, to execute orders on Contract with Burns Construction Company, Inc., for Project PM2024-2 Permanent Pavement Repairs & Surface Restoration, for an amount not to exceed \$52,500.00

Account No. 03 00 00 2602



Contract Staff Summary

Department/Staff Contact	Public Works Tom Szabo x43215
Common Council Committee	Public Works
Date Approved by Committee	12-2-25
Purpose/Scope	3rd Amendment Hazardous Waste Collection Project 4079
Vendor (Indicate if new or existing vendor)	Clean Harbors Environmental Services Inc.
Term of Contract	1 additional yr
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	01 40 42 5258
Additional Information/Other Details	



CITY OF NORWALK
Thomas Szabo
Waste Programs Manager
15 South Smith Street
Norwalk, CT 06855
Office: (203) 854-3215
www.norwalkct.gov
Tszabo@norwalkct.gov

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Thomas Szabo, Waste Programs Manager
CC: Chris Torre, Superintendent of Operations
Subject: Hazardous Waste Collection and Disposal Contract Extension
Date: November 21, 2025

The City of Norwalk's contract with Clean Harbors Environmental Services INC for Project No. 4079 Household Hazardous Waste Collection expires on December 31st 2025. The City of Norwalk combines with 5 surrounding municipalities to procure services from Clean Harbors to collect and dispose hazardous waste from annual collection events. The 6 municipalities including Norwalk have agreed that Clean Harbors is a reliable vendor and that it would be in our best interest to accept the attached proposal offering to extend the contract terms for 1 additional year. An additional one-year extension of this contract would expire on December 31st, 2026. Based on the offer to extend for an additional one-year term with a 3% price increase, the pricing for the 2026 calendar year would be \$68.86 for a household and \$41.20 for a half household. It is my recommendation that the City of Norwalk extend this contract for an additional 1-year term.

Authorize the Mayor, Harry W. Rilling, to execute a third amendment to the April 12, 2021, agreement for household hazardous waste collection between the City of Norwalk and Clean Harbors Environmental Services Inc. project 4079 for an amount not to exceed \$68.86 per household and \$41.20 per ½ household.

Account No. 01 40 42 5258

Sincerely,

Thomas Szabo

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

Good Afternoon Everyone, thank you for all your responses. I think I got everyone that you included, added to the email. Clean Harbors is offering to extend the contract(s) for 1 more year, with a 3% increase on the current rates.

The corresponding rates would be as follows for Calendar Year 2026:
Full Household: \$68.86
Half Household: \$41.20

Please let me know if you have any questions at all. If the group as a whole is interested in moving forward with this, we will start the process of getting an extension in place.

Thank you all very much, and I am looking forward to working with you for another year!
Liz

Safety Starts with Me: Live It 3-6-5

Liz Orluk
Account Manager
Clean Harbors
(c) 860.993.5826
orluk.elizabeth@cleanharbors.com
www.cleanharbors.com




Contract Staff Summary

Department/Staff Contact	DPW/Chris Torre
Common Council Committee	Public Works
Date Approved by Committee	N/A
Purpose/Scope	Road Salt
Vendor (Indicate if new or existing vendor)	Morton Salt, Inc.
Term of Contract	N/A
Method of Procurement (Indicate if sole source)	State Contract# 24PSX0150
Cost of Contract	\$81.24/Ton
Funding Source/Account Number	014025-5322
Additional Information/Other Details	



Contract Number: 24PSX0150
**Road Salt and Liquid Magnesium Chloride for Snow
and Ice Control for the 2024/2025 Winter Season**

State of Connecticut
AND

Cargill, Inc.-Salt, Road Safety
Chemical Equipment Labs of DE, Inc.
Innovative Municipal Product (US) Inc.
Morton Salt Inc.



24PSX0150

Road Salt for Snow and Ice Control and Liquid Magnesium Chloride for 2025-2026

Amendment #5

Term of Contract: (November 25, 2024, through June 27, 2027)

Contract Specialist: Arlene Watson-Paulin

Telephone Number: 203-816-0349

Amendment Date: (October 31, 2025)

Note: Amendment No. 5 has been issued to update totals for the Exhibits listed below to reflect the totals for the 2025-2026 winter season for Road Salt & Liquid Magnesium Chloride:

- Exhibit B – 2025-2026 Price Schedule for Road Salt and Liquid Magnesium Chloride
- Exhibit D – 2025-2026 Road Salt Municipalities
- Exhibit F – 2025-2026 DOT Initial Purchase Quantity
- Exhibit G – 2025-2026 Tank Listing (LMC)

All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.

Department of Administrative Services
Arlene Watson-Paulin
Contract Specialist
October 31, 2025

Road Salt 2025-2026

Delivery	Per Contract Delivery Terms					
Payment Terms:	Net 45 days					
Contractor Name:	Cargill Inc. - Salt, Road Safety and Morton Salt Inc					
ITEM NO.	DESCRIPTION	UOM	2025-2026 QUANTITIES		Initial Total Qty DOT & MUN	2025-2026 DELIVERED UNIT PRICE
			DOT	MUN		
	SALT DELIVERED by Contractor to ANY LOCATION WITHIN A STORE AREA in accordance with Contract Requirement					Road Salt
1	STORE AREA #DOT28 - COLCHESTER no. of DOT piles and participating MUN	Ton	3,325 9	1,700 4	5,025 13	\$77.27 Morton Salt
2	STORE AREA #DOT31 - DARIEN no. of DOT piles and participating MUN	Ton	2,954 6	17,800 8	20,754 14	\$81.24 Morton Salt
3	STORE AREA #DOT32 - BROOKFIELD no. of DOT piles and participating MUN	Ton	12,946 6	5,400 4	18,346 10	\$80.07 Morton Salt
4	STORE AREA #DOT33 - WATERBURY no. of DOT piles and participating MUN	Ton	9,437 7	16,650 9	26,087 16	\$74.20 Morton Salt
5	STORE AREA #DOT37 - WINCHESTER no. of DOT piles and participating MUN	Ton	12,318 9	1,200 2	13,518 11	\$79.31 Cargill Incorporated
6	STORE AREA #DOT38 - ROCKY HILL no. of DOT piles and participating MUN	Ton	13,927 10	15,350 7	29,277 17	\$77.14 Morton Salt
7	STORE AREA #DOT39 - WEST WILLINGTON no. of DOT piles and participating MUN	Ton	7,243 7	850 2	8,093 9	\$80.58 Morton Salt
8	STORE AREA #DOT40 - PUTNAM no. of DOT piles and participating MUN	Ton	7,985 8	4,950 10	12,935 18	\$77.25 Morton Salt
9	STORE AREA #DOT41 - EAST GRANBY no. of DOT piles and participating MUN	Ton	11,342 6	10,900 9	22,242 15	\$80.34 Cargill Incorporated
10	STORE AREA #DOT42 - EAST HAVEN no. of DOT piles and participating MUN	Ton	3,570 4	9,200 7	12,770 11	\$69.88 Morton Salt
11	STORE AREA #DOT90 - MILFORD no. of DOT piles and participating MUN	Ton	4,376 8	17,070 8	21,446 16	\$73.32 Morton Salt
12	STORE AREA #DOT92 - OLD SAYBROOK no. of DOT piles and participating MUN	Ton	1,939 6	2,620 6	4,559 12	\$75.38 Morton Salt
	ConnDOT & MUNICIPAL TOTAL:		91,382	103,690	195,052	
	Number of ConnDOT Piles & Participating Municipalities		86	76	162	

Exhibit D - 2025-26 MUNICIPAL REQUIREMENTS - ROAD SALT

#	Store #	Town Name	25/26 Qty - Tons	Municipal 50% Guarantee	Storage Capacity	Salt Storage Shed Location	Municipal Contact Person	Telephone Number	Fax Number
STORE #DOT28 - Colchester									
1	128	Middlefield	600	300	300	393 Jackson Hill Road, Middlefield	Jason Wickham, Road Foreman	(860) 922-4263	(860) 349-7115
1	128	North Stonington	100	50		11 Wyassup Rd, North Stonington	Suzanne Theroux	(860) 215-5058	(860) 535-4554
1	128	Salem	800	400	500	270 Hartford Rd, Salem	Fred Revor, Foreman	(860) 859-3873	(860) 859-1184
1	128	Sprague	200	100	75	Route 97, Baltic	Mark Benson, Road Foreman	860-303-6619	(860) 822-3013
	4	Store #DOT28 Total	1,700	850	875				
STORE #DOT31 - Darien									
1	131	Darien	1,000	500	2,000	126 Ledge Road, Darien	Darren Oustafine, Asst. Dir. DPW	(203) 656-7365	(203) 656-7485
1	131	Easton	1,000	500	275	15 Westport Rd	Edward Nagy, DPW	(203) 268-0714	(203) 261-7915
1	131	Norwalk	3,000	1,500	7,000	15 South Smith St, Norwalk	Chris Torre, Superintendent	(203) 216-1286	(203) 854-3224
1	131	Stamford	3,000	1,500	4,000	90 Magee Avenue, Stamford	Doug Hoyt, Operations Supervisor	(203) 223-7047	(203) 325-1696
1	131	Stamford	3,000	1,500	4,000	106 Haig Ave, Stamford	Doug Hoyt, Operations Supervisor	(203) 223-7047	(203) 325-1696
1	131	Stamford	2,000	1,000	5,000	55 Rock Rimmon Road, Stamford	Doug Hoyt, Operations Supervisor	(203) 223-7047	(203) 325-1696
1	131	Weston	1,000	500	2,000	78 Old Hyde Road	Larry Roberts, Director DPW	(203) 222-2662	
1	131	Wilton	3,800	1,900	4,500	238 Danbury Road	Fernando Luis, Highway Superintendent	(203) 216-8387	(203) 563-0288
	8	Store #DOT31 Total	17,800	8,900	28,775				
STORE #DOT32 - Brookfield									
1	132	Bethel	1,200	600	3,500	1 Symeaug Park Road, Bethel	Victor Guanno, Highway Supervisor	(203) 240-1311	(203) 794-8767
1	132	Brookfield	3,000	1,500	1,000	81 Gray's Bridge Road, Brookfield	Michael Hicks, Highway Super	(203) 775-3005	(203) 775-1804
1	132	Sherman	600	300	75	43 Route 38 North, Sherman	Kristian Fazzino, Public Works Supervisor	(203) 911-0723	(860) 355-6943
1	132	Southbury	600	300	300	60 Peter Road	Tom Farrelly	(203) 262-0622	(203) 264-8762
	4	Store #DOT32 Total	5,400	2,700	8,375				



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 11/25/2025

DEPARTMENT: DPW

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: \$81.24/Ton MUNIS Account: 014025-5322

VENDOR: Morton Salt Inc.

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Connors Purchasing Agent Date: 2025.11.25 14:50:58 -05'00'	☒	Supports	
	☐	Does Not Support	Department Head Name
	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date: 11/25/25

JUSTIFICATION:

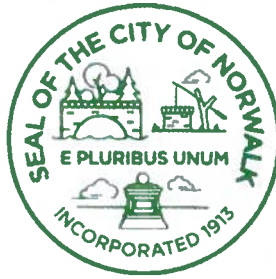
Purchase of road salt for snow and ice control for 2025/26 winter season. Is available on State Contract# 24PSX0150 through Morton Salt Inc.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Contract Staff Summary

Department/Staff Contact	DPW/Chris Torre
Common Council Committee	Public Works
Date Approved by Committee	N/A
Purpose/Scope	Road Salt
Vendor (Indicate if new or existing vendor)	Cargill, Inc.
Term of Contract	N/A
Method of Procurement (Indicate if sole source)	State Contract# 24PSX0150
Cost of Contract	\$81.24/Ton
Funding Source/Account Number	014025-5322
Additional Information/Other Details	



Contract Number: 24PSX0150
Road Salt and Liquid Magnesium Chloride for Snow
and Ice Control for the 2024/2025 Winter Season

State of Connecticut

AND

Cargill, Inc.-Salt, Road Safety
Chemical Equipment Labs of DE, Inc.
Innovative Municipal Product (US) Inc.
Morton Salt Inc.



24PSX0150

Road Salt for Snow and Ice Control and Liquid Magnesium Chloride for 2025-2026

Amendment #5

Term of Contract: (November 25, 2024, through June 27, 2027)

Contract Specialist: Arlene Watson-Paulin

Telephone Number: 203.-816-0349

Amendment Date: (October 31, 2025)

Note: Amendment No. 5 has been issued to update totals for the Exhibits listed below to reflect the totals for the 2025-2026 winter season for Road Salt & Liquid Magnesium Chloride:

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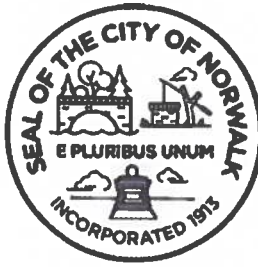
Department of Administrative Services
Arlene Watson-Paulin
Contract Specialist
October 31, 2025

Road Salt 2025-2026

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Payment Terms:	Net 45 days					
Contractor Name:	Cargill Inc. - Salt, Road Safety and Morton Salt Inc.					
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	4	Store #DOT32 Total	5,400	2,700	6,375				



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 11/25/2025

DEPARTMENT: DPW

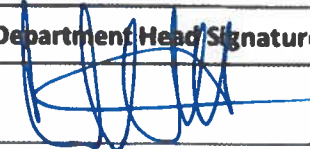
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☒	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from 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: \$81.24/Ton MUNIS Account: 014025-5322

VENDOR: Cargill, Inc.

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Digitally signed by Sharon Conners	☒ Supports	
Purchasing Agent Name	☐ Does Not Support	Department Head Name
Conners	☐ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date
Date: 2025.11.25		11/25/25
14:49:14 -05'00'		

JUSTIFICATION:

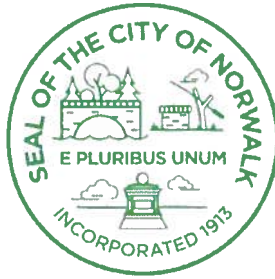
Purchase of road salt for snow and ice control for 2025/26 winter season. Is available on State Contract# 24PSX0150 through Cargill, Inc.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Contract Staff Summary

Department/Staff Contact	WPCA Mario Pizighelli X44162	
Common Council Committee	Public Works	
Date Approved by Committee	12-2-2025	
Purpose/Scope	Engineering Design Services for Municipal Separate Storm Sewer System	
Vendor (Indicate if new or existing vendor)	CDM Smith Inc.	
Term of Contract	1 year w/option to extend for 2 additional 1 year terms	
Method of Procurement (Indicate if sole source)		
Cost of Contract	\$ 232,580.00	
Funding Source/Account Number	09 19 4027 5777 C0425 09 24 4021 5777 C044 09 24 4027 5777 C0425 09 25 4021 5777 C044 09 25 4027 5777 C0425 09 26 4027 5777 C0425	
Additional Information/Other Details	DRG 2023-2	



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Mario Pizighelli, P.E.
Stormwater Systems Manager
Department of Public Works & Operations
15 South Smith Street
Norwalk, CT 06850
Office: (203) 854-4162
Mobile: (203) 216-1463
www.norwalkct.gov
mpizighelli@norwalkct.gov

MEMORANDUM

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: James Mehan, P.E. – Principal Engineer
Ralph Kolb, P.E. – Senior Environmental Engineer

From: Mario Pizighelli, P.E. – Stormwater Systems Manager
RE: DRG 2023-2 Engineering Design Services for Municipal Separate Storm Sewer Systems
Date: November 18, 2025

The City of Norwalk Department of Public Works (DPW) advertised a request for qualifications (RFQ) from consulting firms in December 2022 to assist in achieving compliance with the Connecticut Department of Energy and Environmental Protections (CT DEEP) General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4 General Permit). A selection committee participated in presentations, reviewed the qualifications statements and cost proposals. CDM Smith was selected as the consultant in April 2023.

On May 9, 2023, the Common Council authorized the Mayor, Harry W. Rilling to execute an Agreement between the City of Norwalk and CDM Smith Inc., for Professional Engineering Services for Project DRG 2023-2 Engineering Design Services for Municipal Separate Storm Sewer Systems, for a sum not to exceed \$250,100.00. The project consisted of preparation of the updated Stormwater Management Plan and the annual report. It also included dry and wet weather outfall sampling, review of City ordinances, and investigation into the feasibility of a stormwater utility.

The contract was intended for a period of one (1) year with an option to extend for two (2) additional one (1) year terms. The City of Norwalk DPW would like to continue with the MS4 services and would like to request the following item be included on the agenda for the December 2025 Public Works Committee meeting.



CITY OF NORWALK
Mario Pizighelli, P.E.
Stormwater Systems Manager
Department of Public Works & Operations
15 South Smith Street
Norwalk, CT 06850
Office: (203) 854-4162
Mobile: (203) 216-1463
www.norwalkct.gov
mpizighelli@norwalkct.gov

1. Authorize the Mayor, Harry W. Rilling, to execute a 3rd Amendment to the July 20th, 2023 Agreement between the City of Norwalk and CDM Smith Inc., for Project Nos. 4240 and 4240A, DRG2023-2 Engineering Design Services for Municipal Separate Storm Sewer Systems, for a sum not to exceed \$232,580.00.

Account Nos.

09 19 4027 5777 C0425
09 24 4027 5777 C0425
09 25 4027 5777 C0425
09 26 4027 5777 C0425
09 24 4027 5777 C0440
09 25 4027 5777 C0440



101 East River Drive, Suite 1A
East Hartford, CT 06108
tel: 860-529-7615

October 9, 2025

Vanessa Valadares, P.E.
Chief of Public Works and Operations
City of Norwalk Public Works and Operations
125 East Avenue
Norwalk, Connecticut 06856-5125

Subject: Project No. 4240 and 4240A Engineering Design Services for Municipal Separate Storm Sewer System (MS4) – Proposal for Additional Services (Year 3)

Dear Ms. Valadares:

CDM Smith Inc. (CDM Smith) appreciates the opportunity to submit this proposal to provide additional services related to assisting the City of Norwalk (Norwalk) with their MS4 program. CDM Smith has developed the following proposed scope of services, schedule, and compensation to perform such services. Terms and conditions from the Agreement by and between Norwalk and CDM Smith (the Agreement) dated July 20, 2023, shall apply. The scope of services below maintains the same Task layout as the original Agreement scope of work.

Scope of Services

Task 3A – MS4 Permit Assistance

CT DEEP recently published the draft MS4 permit (released March 2025). In order to meet the permit requirements, Norwalk will be required to perform additional tasks. This task includes an allowance for tasks that address the anticipated permit requirements. Based on the draft permit, the following summarizes four anticipated tasks that may be considered under Task 3A:

SMP Update

CT DEEP recently published the draft MS4 permit (released March 2025). In order to meet the permit requirements, Norwalk will be required to prepare a Stormwater Management Plan (SMP) that specifies the best management practices (BMPs) for each of the six minimum control measures (MCMs). CDM Smith shall review Norwalk's existing SMP and prepare a list of recommended modifications based on the changes to the MS4 permit. CDM Smith will meet with Norwalk to discuss the six MCMs and permit requirements. Based on the discussions during that meeting, CDM Smith will prepare the draft SMP, submit the draft document to Norwalk for review and then conduct a meeting with Norwalk to discuss, modify and finalize the BMPs for each MCM within the SMP. After incorporating changes from Norwalk's comments, CDM Smith will finalize the updated SMP, sign and seal the Qualified Professional Certification, and provide to Norwalk for signature and submission to CT DEEP.



MS4 Proposal for Additional Services (Year 3)

October 9, 2025

Page 2

Once the MS4 Permit is finalized, Norwalk will likely be required to submit the SMP 120 days after the effective date of the permit. Since the MS4 permit is still draft and the actual requirements of the SMP have not been finalized, and the SMP template has not been released yet, CDM Smith will estimate the level of effort required once these items are finalized and the permit become effective.

IDDE Plan

Base on the requirements specified in the recently published the draft MS4 permit (released March 2025), municipalities will need to revise their IDDE Plans to meet the new permit requirements. CDM Smith will modify Norwalk's IDDE Plan, submit to Norwalk for review and finalize the Plan for submittal to CT DEEP.

Outfall Prioritization

Based on the requirements specified in the draft MS4 permit, municipalities will need to revise their monitoring programs including identification of priority outfalls for wet weather sampling. Based on previous wet weather sampling results and the 303d impaired waters listing, two representative outfalls need to be selected for each impaired water body. CDM Smith will review the previous wet weather sampling data and the impaired waters list to select outfalls for wet weather sampling.

Ordinance Review

The draft permit includes additional requirements with respect to regulatory language and enforcement. CDM Smith will perform a review of the new permit requirements with respect to Norwalk's ordinances and regulations. Upon completion of the review CDM Smith will prepare a technical memorandum that identifies the MS4 permit requirement, Norwalk's regulation or code associated with the requirement, results of the compliance evaluation and recommended language modifications in order to be in compliance with the new, draft, CT DEEP MS4 permit requirements. CDM Smith will prepare a draft Technical Memorandum summarizing the results. The draft Technical Memorandum will be submitted to Norwalk for review. ENGINEER will address comments received from Norwalk and finalize the Technical Memorandum.

After the draft permit is finalized, CDM Smith will work with Norwalk to identify the scope of work and budget for sub-tasks under Task 3A. After review and discussion, Norwalk will authorize sub-tasks via email.

Task 3B – Implementation of Minimum Control Measures

Dry Weather Outfall Screening

Dry weather screening will only be performed during dry weather, defined as no more than 0.1 inches of rainfall occurring in the previous 24-hour period and no significant snow melting. CDM Smith will track the weather for dry weather conditions and make determinations for "go or no go".



CDM Smith will complete 10 days of dry weather screening and sampling. Dry weather screening will be completed by a two-person team using a customized iPad application that was developed during the prior phase. When dry weather flow is found, equipment and field kits will be used to analyze for surfactants, ammonia, total residual chlorine, temperature, conductivity, and salinity. In addition, samples will be collected for E. coli bacteria and sent for laboratory testing. Field sampling kits and laboratory testing fees are included.

Once sampling results are received from the field and laboratory, CDM Smith will submit a technical memorandum that summarizes the dry weather screening results.

CDM Smith has made the following assumptions regarding Dry Weather Screening:

- Approximately 12 outfalls can be visited per day (for a total of 120 outfalls over the 10 days).
- Approximately 60 outfalls will be flowing and will be sampled. Laboratory costs are estimated at \$200/outfall.

Wet Weather Outfall Sampling

CDM Smith will conduct storm tracking to evaluate storms with respect to rainfall amount and duration. Each storm will be evaluated and a determination of "go" or "no go" will be made. Once a "go" determination has been made the field crews will be notified and mobilized.

CDM Smith will attempt to sample two storm events and dispatch two teams per event to complete four total days of wet weather sampling. Based on the current CT DEEP MS4 permit, storm events need to occur between March 1st and June 30th. Wet weather sampling will be completed by a two-person team using a customized iPad application that was developed previously. Samples collected at each outfall will be sent to the laboratory for analysis. CDM Smith assumed taking 25 wet weather samples at 25 outfalls and have included lab fees at an estimated cost of \$200 per sample.

Once sampling results are received from the field and laboratory, CDM Smith will submit a technical memorandum that summarizes the wet weather sampling results.

Directly Connected Impervious Area (DCIA) Tracking

CDM Smith will provide as-requested DCIA tracking assistance to Norwalk. This may include developing templates or worksheets, reviewing and commenting on existing Norwalk Planning and Zoning forms and procedures, reviewing previous developments to take credit for reductions in previous years, and correspondence and meetings with Norwalk employees. An allowance of \$10,000 has been included for this task.



Illicit Discharge Detection and Elimination (IDDE) Investigations

CDM Smith will complete 12 days of IDDE field investigations to identify the sources of illicit connections to the stormwater system. During the field investigations, field engineers will start at the outfall and work upstream mapping all structures and pipes while investigating for signs of illicit connections. When dry weather flow is found, equipment and field kits will be used to obtain a sample of flow and analyze the flow for surfactants, ammonia, chlorine, temperature, conductivity, and salinity at each key junction structure. IDDE field investigation will be completed by a two-person team using a customized iPad application that was developed previously.

At the conclusion of the 12 days of investigations and after sample results have been received, CDM Smith will prepare an IDDE Technical Memorandum that summarizes the results of the IDDE investigations. A map of each area that was investigated will be included along with recommendations for follow-up actions. GIS data will be submitted to the Norwalk electronically in a geodatabase file and spreadsheet format.

Task 3C – MS4 Annual Report

CDM Smith will meet with Norwalk staff and obtain data to prepare a draft 2025 Annual Report on behalf of Norwalk. The draft report will be coordinated and reviewed with Norwalk prior to posting on the City's website by the February 15th deadline. CDM Smith will incorporate comments received from the public and submit the final report for review. Based on comments from Norwalk, CDM Smith will revise and finalize the 2025 Annual Report and provide the finalized version for Norwalk to post on the city website by April 1st.

Task 3D – Public meeting

CDM Smith will attend public meetings at the request of Norwalk. Prior to the meeting, CDM Smith will prepare presentation materials. An allowance of \$2,000 has been included for this task.

Task 3E – Public Education and Outreach

CDM Smith will provide as-requested public education and outreach assistance to Norwalk. An allowance of \$3,000 has been included for this task.

Owner's Responsibilities

Norwalk will be responsible for providing CDM Smith with the following:

- Police details, if required, will be paid for directly by Norwalk

Schedule

CDM Smith shall commence work upon receipt of a signed amendment. All services are estimated to be completed and invoiced by December 30, 2026.



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Compensation

Compensation shall be in accordance with Article 5 and Article 6 of the Agreement.

The attached table provides a breakdown of estimated costs and hours by task. The total cost of the services described above shall not exceed \$232,580.00 without prior authorization.

We look forward to continuing assisting the City of Norwalk in this important undertaking. Please do not hesitate to call me at (860) 808-2306 or email me at rossinj@cdmsmith.com if you have any questions or wish to discuss the work.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Rossi".

Nicholas J. Rossi, PE
Principal-in-Charge
CDM Smith Inc.

City of Norwalk

Updated 10/6/2025

2.16 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 period of one (1) year with an option to extend for two (2) additional terms for one (1) year each. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

2.17 Duration of Qualifications Statements

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

2.18 Acceptance of RFQ Content

Provisions of this RFQ 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 RFQ and the Respondent's qualifications statement shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFQ is not an offer: Neither this RFQ 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